



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 111-2022

**PROFESSIONAL CONSULTING SERVICES FOR LAGIMODIERE BLVD. TWIN
OVERPASSES REHABILITATION (OVER CONCORDIA AVE. & CPR KEEWATIN)**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR LAGIMODIERE BLVD. TWIN OVERPASSES REHABILITATION (OVER CONCORDIA AVE. & CPR KEEWATIN)

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 4, 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. ENQUIRIES

B3.1 All enquiries shall be directed to the Project Manager identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the 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.

B3.4 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.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the 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.

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

B5. ADDENDA

- B5.1 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.
- B5.2 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.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 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.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal (Section A) in accordance with B7;
 - (b) Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
 - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B6.5 Proposal format will not be regulated, except that:
- (a) The number of pages is limited to thirty-five (35), including all tables, drawings, photos and appendices
 - (b) All pages should be of size 8.5" x 11", except drawings, tables and schedules, which can be 11" x 17".
 - (c) Font and text size shall be reasonably equivalent to 12-point Arial font, single spaced.
 - (d) Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B6.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B6.6.1 Proposals will **only** be accepted electronically through MERX.

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

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

B7. PROPOSAL (SECTION A)

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

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

- (a) if the Proponent is a sole proprietor carrying on business in 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.

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

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

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

- (a) if the Proponent is a sole proprietor carrying on business in 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.

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

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

B8. FEES (SECTION B)

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

B8.1.1 The Proponent shall provide a breakdown of the Fixed Fee, either directly on Form P as phase subtotals and/or a fee summary table of their own design, indicating the fixed fee for each of the following items in the scope of services, the total of which shall equal the Fixed Fee:

- (a) D5 General Requirements and Project Management (fixed fee)
- (b) D6 Access, Traffic Control, and Survey (fixed fee)
- (c) D7 Railway Coordination and Flagging (fixed fee)

- (d) D8 Bridge Condition Assessment (fixed fee)
- (e) D9 Road Design (fixed fee)
- (f) D10 Embankment Slope Stability and Design (fixed fee)
- (g) D11.2(c) Design of Rehabilitated Superstructure with Existing Girders (fixed fee)
- (h) D11.2(e) Design of Superstructure with New Girders (fixed fee)
- (i) Remaining work of D11 (fixed fee)
- (j) D12 AT Network Study and Underpass Structure (fixed fee)
- (k) D13 Stakeholder Relations and Targeted Stakeholder Consultation (fixed fee)
- (l) D14 Preliminary Design Report (fixed fee)

B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b). An allowance of up to 8% may be made for overhead expenses. The amount for each disbursement shall be shown on Form P: Person Hours as a Type 1 Disbursement.

B8.5 The Fee Proposal shall not include costs for the following:

- (a) Geotechnical investigations per D10.2.
- (b) Hydroexcavation
- (c) Stakeholder Information Materials and related costs, as per D13.2(e).

B8.5.1 Proponents shall submit a budget estimate for the cost of the exclusions listed in B8.5 in their proposal. For Contract Award, an allowance may be added to the evaluated Fee Proposal to cover these costs. Costs for allowances shall be incurred on an actual-cost basis, with proponent-markup of up to 5% for handling charges.

B8.5.2 For greater clarity, for those exclusions listed in B8.5, the fees associated with planning, overall management, direct or indirect supervision, coordination, analysis of results, reporting of results, and incorporating the results into the project design and execution shall be included in the Total Evaluated Fee Proposal.

B8.6 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B8.7.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D23. Any such costs shall be determined in accordance with D23.

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B9.1 Proposals should include details demonstrating the history and experience of the Proponent and Subconsultants in applicable professional consultant services as required in D4.1 (Preliminary Design) **as well as possible future phases as noted in D3.5 (Detailed Design, Contract Administration, and Post-Construction Services)**, and as defined in Appendix A, for up to three projects of similar scope and complexity and/or similar size and complexity. For each project listed the Proponent should submit: a description of the project; role of the proponent; project's original contracted cost and final cost separated into design and

construction costs; the year the project was completed; the project owner; and reference information (one current name with telephone number per project). Where applicable, information should be separated into Proponent and Subconsultant project listings.

- B9.1.1 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

- B10.1 Describe your approach to overall team formation and coordination of team members for the Project **and possible future phases as noted in D3.5.**
- B10.1.1 Include an organizational chart for the Project. For clarity, the organizational chart shall show the organization of the project team for this Project (preliminary design study) **and for possible future phases as noted in D3.5.**
- B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultant's Representative (project manager), managers of the key disciplines, lead designers, contract administrator, and resident inspector(s). Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.
- B10.3 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project, **and for possible future phases as noted in D3.5.** If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner;
 - (d) Reference information (two current names with telephone numbers per project).
- B10.4 For all personnel assigned to possible future phases as noted in D3.5, provide future hourly rates each for Detailed Design (assumed to occur in 2024), Contract Administration (assumed to occur in 2026 and 2027), and Post-Construction Services (assumed to occur in 2028 and 2029), which may be used as the basis for negotiation and award of future phases.

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B11.1 For clarity, Section E shall not include possible future phases as noted in D3.5.**
- B11.2 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B11.3 Methodology should be presented in accordance with the Scope of Services identified in D4.
- B11.4 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.5 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the team's understanding of the urban design issues, including active transportation network planning;
 - (c) the proposed Project budget;

- (d) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
- (e) any other issue that conveys your team's understanding of the Project requirements.
- (f) The Proposal should explicitly list dates for all key meetings and list all the planned deliverables and their formats for the project and state any assumptions made with respect to the deliverables and the Scope of Services. The Proposal should also list all activities and services to be provided by the City.

B11.6 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services. **For clarity, Form P shall not include person hours for possible future phases as noted in D3.5.**

B11.6.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.

B11.7 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.6.

B11.8 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B12. PROJECT SCHEDULE (SECTION F)

B12.1 For clarity, Section F shall not include possible future phases as noted in D3.5.

B12.2 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B12.3 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the Project. Reasonable times should be allowed for completion of these processes.

B13. DISCLOSURE

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

B13.2 The Persons are:

- (a) AECOM Canada Ltd. completed a deck investigation in 2017-2019 and submitted final report dated March 30, 2022.

B14. CONFLICT OF INTEREST AND GOOD FAITH

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

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

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or

(d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of 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.

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

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the 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.

B14.4 Without limiting B14.3, 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.

B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in 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 B14.4 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.

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

B15. QUALIFICATION

B15.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract;
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract.
- B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
 - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
 - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
- B15.4 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.
- B15.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

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

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

B17. IRREVOCABLE OFFER

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

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

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B19. INTERVIEWS

B19.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

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

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

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

B21. EVALUATION OF PROPOSALS

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

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultant; (Section C) 15%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 20%
- (g) Project Schedule. (Section F) 5%

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

- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.6 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.
- B21.7 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B10.
- B21.8 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B11.
- B21.9 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B21.10 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.12 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with 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.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.

- B22.5 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B22.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B22.6.1 The Contract documents as defined in C1.1(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.
- B22.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D23 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B22.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:
Cameron Ward, P.Eng.
Telephone No. 204 986-3508
Email Address: cward@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. INTRODUCTION AND BACKGROUND

D3.1 General

- (a) The administrative structure for the City of Winnipeg is a Chief Administrative Officer (CAO) who is the head of the public service and provides overall leadership to all City departments.
- (b) On December 15, 2021, Council adopted the 2022 Capital Budget which includes \$2,000,000 in funding for preliminary design study of the Lagimodiere Twin Overpasses Rehabilitation (Concordia Avenue & CPR Keewatin) herein referred to as "Concordia Overpass".
- (c) Six-year budget forecasting as stated in the 2022 Capital Budget include future projections for detailed design to occur in 2024, and construction to occur over two years, in 2026 and 2027. Advancing this project to detailed design and construction in future years is subject to Council approval and adoption of future Capital Budgets.
- (d) Throughout this Request for Proposals the twin overpass bridge structures may be referred to in singular or plural forms, for example; "the overpass(es)", "the bridge(s)", "the structure(s)". For clarity, all references herein and the overall scope of work shall be assumed to apply to both overpass bridge structures whether stated in singular or plural, unless explicitly stated otherwise as "northbound bridge" and "southbound bridge".
- (e) The objectives of this study are:
 - (i) To complete a preliminary design study for major structural rehabilitation of the Concordia Overpass.
 - (ii) To complete a functional design for future widening of Lagimodiere Boulevard between Reenders Dr. and Grassie Blvd. including on/off ramps and intersections to/from Concordia Ave.
 - (iii) To complete an active transportation network study in the vicinity of the project area, including preliminary design of active transportation facilities and an AT underpass structure across Lagimodiere Blvd. to connect Ravelston Ave. and Callsbeck Ave.
- (f) Additional background documents are available upon request to the Project Manager, including the AECOM Canada Ltd. deck investigation report noted in B13.2(a).

D3.2 Background to Bridge Structure

- (a) The Concordia Overpass bridge consists of twin structures, each bridge carrying two traffic lanes, one structure for northbound and one for southbound, and serves to provide grade

separation of Lagimodiere Blvd. (Route 20) over the CPR Keewatin Subdivision and Concordia Avenue. The carries approximately 43,000 vehicles per average weekday (2018 data). There are no pedestrian and cycling facilities on the bridges. In its present configuration, the bridges are approximately 122 m long, with five (5) approximately equal-length simply-supported spans, with expansion joints present at the abutments and over the piers. The superstructure has an out-to-out width of 9.8 m, and a 230+/- mm cast-in-place concrete deck. The bridge has a relatively high skew of approximately 35 degrees. Substructures consist of cast-in-place concrete abutments and hammerhead-style piers, supported by precast pile foundations.

(b) Bridge History

- (i) The bridge structures were originally constructed circa 1967 by the Province of Manitoba Highways Department. The original bridge was designed to AASHTO Specifications for Highway Bridges (1961) to HS20-S16-44 truck live loading. AASHTO-type precast prestressed concrete girders with a 190 mm thick CIP concrete deck served as the superstructure, complete with raised-curb deck overhangs and steel beam guardrail. The out-to-out bridge width was approximately 10.06 m.
- (ii) In 1978 a partial depth rehabilitation was carried out over the entire deck. Existing concrete was removed down to the top of the top mat of reinforcing steel and a new high-density concrete topping was placed at variable thickness to a specified vertical profile resulting in a nominal 230+/- mm thick deck. The expansion joints at abutments and piers were replaced, approach slabs were replaced, and approach roadways reprofiled to correct embankment settlement. Aluminum balanced barriers were installed along the approach roadways.
- (iii) Subsequently, in 1987 the cantilever deck overhangs were replaced and modified to eliminate the raised curb, and the steel beam guardrail was replaced by F-shape concrete barriers. The out-to-out width of the bridge was slightly reduced, to 9.8 m. The clear roadway width on the bridges is 8.9 m, resulting in two 3.7m wide lanes and shy distances each of approximately 0.75 m to the face of barrier. Extensive partial depth repairs were made to the deck surface. Approach roadways and guardrails were modified.
- (iv) In 1993, slope failures were repaired in the northwest and northeast quadrants of the overpass.
- (v) In 2004, portions of the approach roadways were repaired and reprofiled with an asphalt overlay.
- (vi) At various times, circa 1993 to 2010, flexible epoxy-aggregate wearing surface overlays have been installed on various segments of the bridge deck. The wearing surface has since degraded and debonded from the deck surface.
- (vii) In 2007, additional slope repairs and drainage improvements were performed on the overpass embankments.
- (viii) In 2010, concrete repairs to girder ends were made, followed by the application of spray-on zinc metallizing to provide galvanic corrosion protection.
- (ix) In 2012, the abutment expansion joints were repaired, and approach roadways reprofiled with an asphalt overlay.
- (x) In 2021, metallizing and of wire cages were installed on the piers to prevent spalled concrete from falling onto the roadway and slope paving.

(c) Current Condition

- (i) In 2017, the City hired AECOM Canada Ltd. to performed a bridge deck investigation. A copy of the report is available upon request to the Project Manager. Based on the findings of the investigation, the City has determined that the bridge deck and barriers require replacement.
- (ii) The presence of expansion joints at piers and abutments has resulted in ongoing deterioration of the girder ends, diaphragms, bearing seat areas, as well as the piers and abutments. A key objective of the major rehabilitation is to eliminate the expansion joints at the piers and possibly abutments. The existing girders require

condition assessment and structural analysis and design to determine if they are suitable for re-use as part of major rehabilitation work.

- (iii) The existing substructures require condition assessment to determine the optimal strategy for service life extension, and structural analysis to confirm their suitability to support any proposed bridge modifications.
- (iv) The bridge deck will be 35 years old since the last rehabilitation by the time construction commences.

D3.3 Background to Road Design

D3.3.1 Functional Design for Widening Lagimodiere Boulevard including Interchange Ramps and Intersections:

- (a) Refer to Appendix B – Study Limits – Road Design for study limits for functional design of future widening.
- (b) Lagimodiere Boulevard is an important north south regional street and expressway-class roadway. In addition to passenger vehicles, it is an important truck route in the City for the movement of goods. Over-dimension and over-weight vehicle permit requests are frequent.
- (c) While the preliminary design for rehabilitation of the bridge structure will only need to accommodate two lanes of traffic in each direction, a functional design study is required to examine the roadway geometry associated with future widening to three lanes in each direction (Reenders Drive to Grassie Boulevard, inclusive of intersections). This is required to confirm that the planned bridge rehabilitation in the near-term (expected in 2026 and 2027) does not materially inhibit the City's ability to widen the structure to three lanes in the long term.
 - (i) There may be space available to widen the bridge and approach roadways "to the inside", or alternatively widen "to the outside", or in some combination. Widening to the outside may require widening the existing overpass embankments, impacting on/off ramp geometry, embankment stability, and adjacent property, utilities, drainage, railway clearance, and other constraints.
 - (ii) Functional design of improved on/off ramp roadway geometry and associated intersections is required to suit future widening.
 - (iii) An update to the 2011 TMP, Transportation Master Plan: 2050 is presently ongoing. Coordination with study personnel may be required to determine long term planning objectives for improvements to Lagimodiere Boulevard.

D3.3.2 Preliminary Design for Pavement Renewals

- (a) Refer to Appendix B – Study Limits – Road Design for limits of preliminary design of pavement renewals and associated treatments.
 - (i) The existing pavements of the interchange on/off ramps providing vehicular connection from Lagimodiere Boulevard to Concordia Ave. are in poor condition and may require preservation work as part of this project, or as part of future renewal work.
 - (ii) Portions of the existing pavements on Lagimodiere Blvd. are in fair condition and may require mill and fill treatment as part of this project, or as part of future renewal work.

D3.4 Background to Active Transportation

- (a) Refer to Appendix C – Study Limits – Active Transportation
- (b) The Pedestrian and Cycling Strategies ("PCS") was adopted by Council in 2015. The PCS indicates a potential grade separated active transportation ("AT") crossing of Lagimodiere to connect Ravelston Ave. to the east with Callsbeck Ave. to the west. Given the height of the existing overpass embankment at this location, the City expects this crossing to be an AT underpass structure. Preliminary design of the crossing structure is required.

- (c) Rehabilitation of the bridge structure will provide an opportunity to improve the AT facilities along Concordia Avenue between Panet Rd. / Molson St. and Peguis St. Further study and preliminary design of these facilities is required.
- (d) Additional study of the surrounding AT network in the vicinity of the project area is required. Preliminary design of active transportation network improvements in the AT study area is required to confirm the cost, feasibility, and appropriateness of potential future improvements. This includes preliminary design of an at-grade active transportation crossing of the CP Rail Keewatin Subdivision at Callsbeck Ave.
- (e) The Winnipeg Transit Master Plan was adopted by Council in 2021. The current study shall consider the planned Transit Service Improvements in the vicinity of the project area (if any), particularly as it relates to AT network planning and multimodal connections.
 - (i) In the short and long term, there is no Transit Service planned along Lagimodiere Boulevard.
 - (ii) In the short and long term, there is a Community Route planned for Concordia Ave. in the vicinity of the structure.

D3.5 Background to Possible Future Phases

- (a) Detailed Design is expected to take place in 2024, followed by the Contract Administration phase in 2026 and 2027, concluding with Post Construction Services in 2028 and 2029. All future phases are subject to Council approval.
- (b) Award of Contract for future phases may be carried out in accordance with B22.5.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of Professional Consulting Services in accordance with the following:

- (a) The Preliminary Design Study of Lagimodiere Blvd. Twin Overpasses Rehabilitation (Over Concordia Ave. & CPR Keewatin), (RFP 111-2022) as outlined in D5 thru D14.

D4.1.1 The Services required under D4.1 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D4.2 The following shall apply to the Services:

- (a) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- (b) City of Winnipeg Writing Style Guide and Brand Standards;
- (c) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
- (d) City of Winnipeg's Transportation Standards Manual (Draft 2012);
- (e) Transportation Master Plan 2011;
<https://winnipeg.ca/publicworks/transportation/pdf/transportationMasterPlan/2011-11-01-TTRWinnipegTMP-Final-Report.pdf>
- (f) Transportation Master Plan 2050 (ongoing), refer to winnipeg.ca/tmp2050.
- (g) Winnipeg Transit Master Plan (2021), as adopted by Council on April 29, 2021.
<https://winnipegtransit.com/en/major-projects/transit-master-plan>
- (h) City of Winnipeg's Accessibility Design Standards (latest edition);
http://winnipeg.ca/ppd/Universal_Design.stm
- (i) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009);

- (j) City of Winnipeg's Tree Removal Guidelines (latest edition);
- (k) The current edition of The City of Winnipeg Standard Construction Specifications.
- (l) Winnipeg Pedestrian and Cycling Strategies, <http://walkbike.winnipeg.ca>
- (m) Current and best practices in pedestrian and cycling infrastructure design.
- (n) Canadian Highway Bridge Design Code, CSA S6 (latest edition).
- (o) Ontario Structures Inspection Manual (OSIM), latest edition.
- (p) City of Winnipeg's Project Management Manual and associated templates and processes;
<http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2>
- (q) City of Winnipeg's Investment Planning Manual and associated templates and processes;
<http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2>
- (r) City of Winnipeg Zoning By-law (200/2006);
- (s) The Accessibility for Manitobans Act;
http://www.accessibilitymb.ca/pdf/accessibility_for_manitobans_act.pdf
- (t) The Railway Safety Act; <https://laws-lois.justice.gc.ca/eng/acts/r-4.2/>
- (u) Any CP Rail documents applicable to the work including but not limited to:
 - (i) Grade Separation Application (2022)
 - (ii) Operational Constraints (2019)
 - (iii) Flagging Protocol (2019)
 - (iv) CP Crash Wall Requirements
 - (v) Proposed Overhead Structure Clearances for New Construction
 - (vi) Minimum Safety Requirements for Contractors Working on CP Property in Canada ("CP Safety Requirements"), available online <https://www.cpr.ca/en/about-cp-site/Documents/safety-requirements-contractors-Canada-Oct-2018.pdf>

D5. GENERAL REQUIREMENTS AND PROJECT MANAGEMENT

- D5.1 The requirements stated herein shall apply to all phases of work.
- D5.2 Consulting Services shall be generally consistent with Type 1 and Type 2 service as outlined in Appendix A. Services shall include but not be limited to the items listed in D5 through D14.
- D5.3 Project Management, Quality Control / Quality Assurance
- (a) Prepare and facilitate a Project Chartering session to produce a Project Charter and a Project Management Plan at project commencement. Update the Project Management Plan on an as-required basis.
 - (b) Coordinate with all stakeholders throughout the project. The City will establish a Project Steering Committee.
 - (c) A list of key meetings with dates should be included in the Proposal.
 - (d) Consultant shall hold other meetings as required and as needed, and as a minimum, on a bi-weekly basis, to ensure that the City Project Manager is up to date on all issues and the progress of the Project.
 - (e) Prepare minutes of all meetings conducted for the project record.
 - (f) Implement QC / QA program during the course of the project.
- D5.4 Monthly Status Reports
- (a) The Consultant shall submit a written Monthly Status Report every month to the City Project Manager during the course of the project. The status reports shall include:
 - (i) Progress on tasks since previous report;
 - (ii) Planned accomplishments for the next period;
 - (iii) Project schedule update;

- (iv) Project budget update; and
- (v) List concerns, potential problems, risks, etc., for the project.

D5.5 Information Provided by the City

- (a) The following information will be provided to upon request to the Project Manager:
 - (i) As-built drawings of existing structures and works where available.
 - (ii) Existing technical reports and memos.
 - (iii) Underground Structures Records within the study area.
 - (iv) Property lines and City Services (base plans) in CAD format.
 - (v) Aerial photography and LIDAR data will be supplied to the successful proponent.

D5.6 Cost Estimates

- (a) Produce cost estimates using the City of Winnipeg – Basis of Estimate template, to be supplied by the City.
- (b) Cost estimates prepared for functional designs shall be to a Class 4 level of accuracy.
- (c) Cost estimates prepared for preliminary designs shall be to a Class 3 level of accuracy.
- (d) Use the Class of Estimate template provided by the City to confirm any class of estimate produced by the proponent meets City expectations.

D6. ACCESS, TRAFFIC CONTROL, AND SURVEY

D6.1 Access

- (a) For elevated bridge components:
 - (i) Perform condition assessment using access from the ground using lifts or scaffolding, and/or if required from the top of the bridge deck surface.
 - (ii) City of Winnipeg will make available at no cost to the consultant, the Under-Bridge Crane, for the purposes of inspecting and performing condition assessment related works for elevated bridge components. The crane will be available for a maximum of two (2) days, between 9:00 AM and 3:30 PM, Monday to Friday.
 - (iii) The City's Under Bridge Crane has a total bucket capacity of approximately 600 lbs. The City will provide a driver and a single in-bucket operator. Any remaining capacity is available for consultant's inspection personnel and equipment.
 - (iv) It is anticipated that the consultant will prioritize the use of the Under-Bridge Crane to conduct condition assessment work for elevated bridge components in the vicinity of the CP Rail spans and end spans, which are more difficult to access from the ground using lifts due to presence of active rail track and slope paving, respectively. In the event that the consultant is unable to complete condition assessment work for elevated components within the specified under bridge allowance, the consultant shall be responsible for providing access from the ground including provision of appropriate lift devices, etc.
- (b) For Substructure Condition Assessment
 - (i) Perform all substructure condition assessment from the ground and/or using lift devices operating from the ground surface. Consultant is responsible for provision of access, lift devices, etc. as may be required to complete the work.

D6.2 Traffic Control

- (a) Consultant responsible for provision of all temporary traffic control and obtaining all necessary approvals in accordance with the Manual of Temporary Traffic Control on City Streets ("MTTCCS" - 2022) where required for completing site work, including but not limited to:
 - (i) accessing bridge elements from above or below for condition assessment
 - (ii) performing subsurface investigations

- (iii) performing any other work that may require traffic control including site reconnaissance, survey work, etc.
- (b) Lane closures on Lagimodiere Boulevard lasting longer than four (4) hours will require the installation of a Designated Construction Zone (“DCZ”). Consultant is responsible for provision of a DCZ by an Authorized Construction Agency in accordance with the MTTCCS.
- (c) Lane Closures:
 - (i) Single lane closures on Concordia Ave. are permitted. Maintain a minimum of one lane of traffic in each direction. Traffic shall not be completely obstructed for more than 5 minutes. Maintain access for emergency vehicles at all times.
 - (ii) Single lane closures on Lagimodiere Boulevard are permitted between 9:00 AM and 3:30 PM, Monday to Saturday.

D6.3 Survey

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

D7. RAILWAY COORDINATION AND FLAGGING

D7.1 General

- (a) The requirements of this section shall apply to all aspects of the work including both major structural rehabilitation of Concordia Overpass, modifications to the at-grade crossing on Callsbeck Ave., and general design and planning.
- (b) Consultant shall review and comply with the requirements of the documents listed in D4.2(u), and other CP Rail requirements as may be identified throughout all phases of the work.
- (c) Early in the course of the study, prepare a CP Rail Grade Separation Application including all supporting material. The City will pay the application fee, if any.

D7.2 Flagging

- (a) Consultant shall comply with CP Safety Requirements at all times. Consultant personnel and their agents shall be deemed the “Contractor” and “Contractor Personnel” for the purposes of the CP Rail Safety Requirements.
 - (i) CP Rail has advised that registration with the E-RailSafe system is not required, however Consultant personnel must be accompanied by CP Rail personnel or flagperson at all time when on CP Rail property.
- (b) Consultant to obtain and comply with the requirements of right of entry permits, access licences, or similar approvals from CP Rail prior to entering CP Rail property for the purposes of performing site work.
- (c) Consultant shall arrange and coordinate provision of Flagging Protection with CP Rail as required by CP Rail during the course of the Consultant’s site works. The City of Winnipeg will bear the costs of Flagging Protection services provided by CP Rail. Consultant shall make every reasonable effort to minimize the duration of flagging protection, and complete all works that may require flagging protection in consecutive order such that flagging is performed in a single operation.

D7.3 Design Liaison

- (a) Throughout the course of the work, liaise with CP Rail on all aspects of the planning and design including but not limited to: vertical and lateral clearances, crash wall requirements, geotechnical matters, drainage, ROW security, sightlines, operational impacts, regulatory and safety requirements, impacts to CP Rail-owned utilities and signals infrastructure, impacts to third party utilities in the CP ROW, constructability and risk, and construction methods, staging and schedule, etc.

- (b) Produce rail-specific drawings and reports as may be required to support applications, submissions, design reviews, and general coordination with CP Rail.

D8. BRIDGE CONDITION ASSESSMENT

D8.1 Condition assessment of the existing deck, approach slabs and bridge barriers are not required. Assume these elements will be replaced as part of major structure rehabilitation.

D8.2 Girders, etc.

- (a) Carry out condition assessment of girders, diaphragms, and bearings, and related components. Produce an Ontario Structures Inspection Manual (OSIM) style inspection report for these elements.
- (b) Carry out other related materials testing to document conditions, and to assist in determining recommended remedial measures and viability for re-use during major rehabilitation, including but not limited to:
 - (i) Visual inspection, delamination survey, and mapping of defects;
 - (ii) Sample extraction to obtain or confirm material properties and condition information relevant to assessing the structural adequacy, feasibility, and cost effectiveness of service life extension.
- (c) Any sample extraction or testing methodology that is destructive in nature (drilling, coring, etc.) as well as the associated repair procedure shall be approved by the proponent's engineer of record.
- (d) Assess current condition and performance of existing bearings.
- (e) Perform asbestos content testing of existing utility conduits (northbound structure) to aid in planning for conduit removal during major structure rehabilitation. Liaise with third party utility agencies as required to confirm any existing or abandoned utility services in the conduits.

D8.3 Substructures

- (a) Carry out condition assessment of substructures. Produce an Ontario Structures Inspection Manual (OSIM) style inspection report for the substructure elements.
 - (i) Assume inspection of the buried portion of substructure elements is not required.
- (b) Carry out other related materials testing to document conditions, and to assist in determining recommended treatments for service life extension including but not limited to:
 - (i) Delamination survey
 - (ii) Crack Mapping survey
 - (iii) Reinforcing Cover survey
 - (iv) Corrosion Potential survey
 - (v) Coring and sample extraction to determine compressive strength, hardened air voids analysis, petrographic analysis, permeability testing, chloride content, and any other physical parameters that may be relevant to assessing the structural adequacy, feasibility, and cost effectiveness of service life extension.
- (c) Repair damage from sample extraction using a method approved by the Project Manager.

D9. ROAD DESIGN

D9.1 Confirm requirements with the City of Winnipeg. Arrive at agreed on design criteria early in the project. Produce a design basis memorandum for geometric design criteria including bridge cross section for present two-lane rehabilitation and future widening to three lanes.

D9.2 Functional Design for Future Widening of Lagimodiere Boulevard

- (a) Refer Appendix B showing the limits of the roadway widening functional design study.
- (b) Conduct a traffic study. The City's Transportation Division will perform regional travel modelling and provide the results to the successful proponent. Work with the City of

Winnipeg Transportation Systems Planning Engineer to project traffic volumes over a range of possible design horizons.

- (c) Undertake a traffic operations analysis of existing and future conditions using Syncro Software (or equivalent software approved by the Project Manager).
- (d) Develop a minimum of two (2) functional design alignments for the future widening to 3 lanes in each direction:
 - (i) Consideration of both “widening to the inside” and “widening to the outside”, or potentially some combination of both, shall be explored.
 - (ii) Consider slope stability in the vicinity of the Overpass for any alteration to embankment geometry.
 - (iii) Consider impacts and feasibility with respect to on/off ramp geometry.
 - (iv) Consider impacts to drainage.
 - (v) Develop horizontal and vertical alignment and cross sections based on current national guidelines and local standards, and in accordance to the structures’ widening needs.
 - (vi) Prepare a Class 4 cost estimate to support option evaluation and selection.
 - (vii) Perform option evaluation and select the preferred design for future widening of Lagimodiere Boulevard.
- (e) Provide recommendations and a functional design for on/off ramp roadway geometry and associated intersections that are compatible with the preferred widening alignment.
- (f) The preferred widening alignment shall be applied as a constraint and general design parameter when advancing the preliminary design of the major bridge rehabilitation work, the AT pedestrian underpass structure, and pavement renewals.

D9.3 Preliminary Design of Pavement Renewals

- (a) Refer to Appendix B showing the scope of preliminary design of pavement renewals and expected treatments.
- (b) Confirm renewal treatments and carry out preliminary design of pavement renewals. It is expected that pavement renewals identified will be carried out in conjunction with overpass rehabilitation works. Ensure compatibility and coordination of the work with respect to potential changes to vertical profile, temporary detours/crossovers, construction schedule, sequence of work, staging, access, future widening, and any other matters.
- (c) The estimated project cost for the pavement renewals identified herein is \$4,450,000 with funding from the 2026 Local and Regional Street Renewal Program.
- (d) Assume subsurface investigations (i.e. pavement coring) for the purposes of preliminary design are not required.
- (e) Conduct analysis and review of guide signs, ancillary structures (e.g. sign support structures) and roadside safety hazards and devices (e.g. aluminum balanced barrier) in the study area. Recommend any necessary modifications or improvements and complete preliminary design of these works.
- (f) Conduct a drainage review of the pavement renewal area. Identify drainage issues and improvements including ditches, land-drainage systems, embankment drainage, etc.
- (g) Review existing street lighting levels and street lighting infrastructure present within the study area. Liaise with Manitoba Hydro and City Staff to identify street lighting impacts, opportunities, and potential changes and incorporate this into the preliminary design.

D9.4 Prepare preliminary design of temporary traffic detours / crossovers to accommodate recommended construction staging for bridge modifications, AT Underpass Structure construction, and pavement renewal treatments.

D10. EMBANKMENT SLOPE STABILITY AND DESIGN

D10.1 Review historical slope stability issues and repairs.

- D10.2 Undertake additional geotechnical investigations as necessary, to complement existing data and instrumentation, and sufficient to support the analysis and design for current and future phases. As necessary, carry out geotechnical drilling, sampling, instrumentation installation and material testing that may be required at the overpass embankments, AT crossing structure foundations, etc.
- D10.3 Perform slope stability analysis of overpass embankments, and prepare preliminary design of any proposed works required to address gaps in the geotechnical performance, for:
- (a) Existing conditions;
 - (b) Proposed conditions in the near term, for major structural rehabilitation; and
 - (c) Future conditions in the long term, for future widening of Lagimodiere Boulevard to three lanes per direction as recommended in D9.2.

D11. DESIGN OF BRIDGE MODIFICATIONS

D11.1 General

- (a) Structure modifications shall be advanced to a preliminary design level and load rated / evaluated for structural capacity in accordance with the Canadian Highway Bridge Design Code, CAN/CSA-S6 (latest edition). The structure shall be designed for a minimum 50-year design life. The design live load vehicle shall be the CL-625, and additionally the Consultant shall gain acceptance of the City Project Manager for the assumptions used in the load rating and for an additional three (3) special overload vehicles that are to be used.
- (b) For all bridge elements, analyze multiple design configurations, material selections, and consider future structure widening needs, feasibility, constructability, schedule, risk, construction staging, life cycle costs, capital cost estimates, and use a rationalized cost-benefit approach in design recommendation and selection.

D11.2 Superstructure

- (a) The City requires that expansion joints over the piers are eliminated during the major rehabilitation work, and prefers if possible that expansion joints at the abutments are eliminated. This may be feasible where the existing girders are re-used as part of superstructure rehabilitation, or alternatively, the existing girders and deck are removed and replaced with a superstructure supported by the existing substructures.
- (b) Obtain approval from the Project Manager prior to beginning the work described in D11.2(c). In the event the condition of the existing girders is deemed not suitable for re-use as part of major rehabilitation work (D8), the work described in D11.2(c) may not be undertaken and the City may obtain a lump sum credit for the fees associated with D11.2(c). This will be considered a Change in Services and an adjustment to the Contract will be made in accordance with C8. The credit amount will be determined by the fees stated in Form P, or as otherwise assessed by the Project Manager. Proponents should include a task in Form P called "Design of Rehabilitated Superstructure with Existing Girders".
- (c) Design of Rehabilitated Superstructure with Existing Girders
 - (i) Conduct structural analysis i.e. load rating / bridge evaluation to determine the structural feasibility of re-using the existing girders while eliminating expansion joints at the piers and possibly also the abutments.
 - (ii) Prepare preliminary design of any proposed rehabilitated and/or strengthened superstructure configurations that may be feasible to achieve the project objectives while re-using the existing girders.
- (d) Obtain approval from the Project Manager prior to beginning the work described in D11.2(e). In the event that:
 - (i) the condition of the existing girders is deemed to be suitable for re-use as part of major rehabilitation work; and
 - (ii) the work of D11.2(c) confirms the structural adequacy for superstructure modification with re-use of existing girders.

the work described in D11.2(e) may not be undertaken, and the City may obtain a lump sum credit for the fees associated with the work described in D11.2(e). This will be considered a Change in Services and an adjustment to the Contract will be made in accordance with C8. The credit amount will be determined by the fees stated in Form P or as otherwise assessed by the Project Manager. Proponents should include a task in Form P called "Design of Superstructure with New Girders".

- (e) Design of Superstructure with New Girders
 - (i) Conduct structural analysis i.e. load rating / bridge evaluation of any proposed superstructure replacement configurations that may be feasible and cost effective to achieve the project objectives.
 - (ii) Prepare preliminary design for complete superstructure replacement.

D11.3 Bearings

- (a) Analyze and perform preliminary design of the existing or replacement bearings associated with the recommended superstructure modifications.

D11.4 Substructures and Foundations

- (a) Analyze the existing substructure and foundation elements to confirm structural adequacy for any proposed bridge modifications.
- (b) Develop and evaluate abutment modification opportunities for elimination of abutment expansion joints, if feasible.
- (c) Based on the findings of D8.3, consider multiple substructure renewal treatments to achieve cost effective service life extension, strengthening (if required), and widening (if required to suit bridge modifications). Prepare preliminary design of recommended substructure treatments and modifications.
- (d) Determine optimal order and timing of substructure work with respect to other major rehabilitation activities.
- (e) Review all CP Rail requirements for grade separation structures including but not limited to operational constraints, flagging protocols, crash wall requirements, lateral and vertical clearance envelopes, etc. such that proposed bridge modifications satisfy these requirements.
- (f) Review the condition and adequacy of existing under-bridge light levels and components. Design new or modified under-bridge lighting systems as may be required to suit substructure rehabilitation work. Confirm proposed changes to under-bridge lighting comply with City requirements for minimum light levels. Liaise with Manitoba Hydro regarding electrical service.
- (g) Assume replacement of the south-side slope paving is required. The existing slope paving on the north side is in good condition and preservation is preferred.

D12. AT NETWORK STUDY AND UNDERPASS STRUCTURE

D12.1 Refer to Appendix C for the limits of the Active Transportation study.

D12.2 Carry out an active transportation network assessment within the Study area. Consult with the City to determine and coordinate existing and future plans for the active transportation network in the area, consistent with the Transportation Master Plan, the adopted Pedestrian and Cycling Strategies, and the latest Winnipeg Cycling Map, the Transcona West Area Structure Plan, and development agreements.

D12.3 Identify recommended AT network improvements within the study area and prepare preliminary design of improvements.

- (a) Carry out preliminary design of new or improved AT routes shown in Appendix C as "potential active transportation improvements":
 - (i) along Concordia Avenue from Peguis Street. to Molson Street;

- (ii) along Callsbeck Ave. including new at-grade crossing of the CPR Keewatin Subdivision for pedestrian and cycling modes. Confirm feasibility of new at-grade AT crossing of CPR Keewatin Subdivision prior to undertaking D12.4;
 - (iii) along Ravelston Ave. W. connecting to Transcona Boulevard;
 - (iv) along Molson Street between Munroe Ave. and Concordia Avenue, including new AT crossing of Molson Street in the vicinity of Callsbeck Ave; and
 - (v) a connection from the east end of the proposed AT Underpass Structure to the south, connecting to Reenders Drive. South of Almey Avenue, consider alignments in front and behind 1555 Lagimodiere Boulevard.
 - (b) Carry out preliminary design of improvements to existing and/or planned (future) routes within the study area in order to achieve a complete AT network, including appropriate connections to existing and planned AT facilities.
- D12.4 Prepare a preliminary design of an AT Underpass Structure of Lagimodiere Boulevard to connect proposed AT facilities along Callsbeck Ave. to the west with Ravelston Ave. to the east. Preliminary design shall include but not be limited to:
- (a) Geotechnical, structural and land drainage considerations;
 - (b) Accessibility, aesthetics, landscaping, lighting, and Crime Prevention through Environmental Design, graffiti control considerations;
 - (c) Construction staging, schedule, constructability, and risk;
 - (d) Utility coordination including City-owned utilities and third-party assets;
 - (i) Proponents are advised that the 600 mm diameter Transcona Feeder Main presently runs along the south side of the Callsbeck Ave. and Ravelston Ave. right-of-way and passes under the Lagimodiere Overpass embankment, in the vicinity of the proposed crossing. Any potential impacts to the Feeder Main shall be addressed during preliminary design.
 - (e) Property requirements and regulatory constraints;
 - (f) Compatibility with the broader AT network in the area;
- D12.5 Prepare a Class 3 cost estimate for the proposed AT Underpass Structure and associated AT Network Improvements recommended within the study area.

D13. STAKEHOLDER RELATIONS AND TARGETED STAKEHOLDER CONSULTATION

D13.1 Stakeholder Relations

- (a) The Consultant shall work collaboratively with the Communications Coordinator at Public Works to ensure effective stakeholder and public communications as outlined herein.
- (b) The Consultant's role in stakeholder relations should include the following:
 - (i) The Consultant shall draft, present for review, and refine a stakeholder relations strategy including plans for stakeholder meetings, notifications, and ongoing issues management;
 - (ii) The Consultant shall develop, in consultation with the City, a comprehensive stakeholder list, along with contact information, and should update and maintain the list throughout the Project. The stakeholder list will identify key stakeholders in the Project area that may be impacted by the Project. This list will also include groups with a high interest in the outcomes of the Project. The consultants will organize key stakeholders into tiers based on needs, interests, and impacts on stakeholders and stakeholder groups;
- (c) The Consultant shall organize meetings with key stakeholders (and City staff where appropriate) to build relationships and ensure that opportunities and outstanding issues are addressed. The key stakeholders may include but may not be limited to; Residents Associations, community groups, landowners, business owners, schools, residents, provincial or federal entities, other City of Winnipeg departments, and with those affected by AT network modifications.

- (d) The Consultant shall develop content for communications with stakeholders, or work with City communications staff to do so. This may include, but may not be limited to website updates, social media posts, direct mail letters, maps, graphics, and ongoing project updates for residents and businesses.
- (e) All stakeholder lists, contact information and correspondence with stakeholders and the public, should be tracked by the consultants and should be returned at the end of the Project. Stakeholder and public correspondence tracking logs and lists may be requested by the Project team during the Project.

D13.2 Targeted Stakeholder Consultation

- (a) The Consultant should develop, in consultation with the City, a comprehensive plan to obtain targeted stakeholder input into the active transportation component of the project. This targeted stakeholder consultation program should include identification of appropriate stakeholders, coordination of three (3) meetings with the stakeholders, and coordination and development of materials required for the consultation.
- (b) The review of public materials and advance notice of public events requires time. The Consultant shall ensure adequate time is accounted for in the Project schedule.
- (c) The anticipated review period for materials will be minimum two weeks prior to distribution.
- (d) Invitations must be sent a minimum of two weeks prior to each meeting.
- (e) The City will cover expenses for stakeholder consultation activities, including, for example, venue rental charges, equipment rental, catering for refreshments, translation, printing, postage, courier, newspaper advertising, photocopying. subject to prior approval of costs by the Project Manager. Wherever possible, City facilities will be used to host public events.

D14. PRELIMINARY DESIGN REPORT

D14.1 Prepare and submit a preliminary design report outlining the results of the investigations and assessments carried out, options investigated, and the recommended scope of work, complete with drawings, Class 3 (expected accuracy of +30% to -20%) cost estimates, traffic management plan during construction, risk assessment, proposed construction schedule, property requirements, stakeholder relations feedback, and to document the work of this study. Four (4) hard copies along with an electronic PDF version properly bookmarked of the final report shall be submitted.

D14.2 A draft report is to be submitted. The review period will be three (3) weeks.

D14.3 The report is to be finalized after incorporating feedback from the City Project Manager and the City Project Steering Committee.

SUBMISSIONS

D15. AUTHORITY TO CARRY ON BUSINESS

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

D16. SAFE WORK PLAN

D16.1 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.

D16.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D17. INSURANCE

D17.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D17.2 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 \$5,000,000 for each occurrence or accident with a minimum \$5,000,000 Products and Completed Operations aggregate and \$10,000,000 general aggregate;
- (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
- (iii) coverage for Products/Completed Operations, Blanket Contractual, sudden and accidental pollution liability, Consultant's Protective, Personal Injury, Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
- (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.

(b) 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 \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

(c) Professional Errors and Omissions Liability Insurance including:

- (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

D17.2.1 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.

D17.3 The policies required in D17.2(a) shall provide that the City and Canadian Pacific Railway Limited (CP) are named as additional insureds thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

D17.4 The Consultant shall require any Consultants hired to perform geotechnical 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 D17.2(a) and D17.2(b) as well as contractors pollution liability insurance in the amount of two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) annual aggregate covering third party injury and property damage claims, including clean-up costs and transported cargo as a result of pollution conditions arising from the Contractors' operations and completed operations. Such policy shall name the City and Canadian Pacific Railway Limited as additional insureds and remain in place for a minimum of twelve (12) months after Total Performance.

D17.5 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 D17.2(a) and D17.2(c).

- D17.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance in a form satisfactory to the City Solicitor and CP, 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 D17.9.
- D17.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D17.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D17.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D18. COMMENCEMENT

- D18.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D18.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D15;
 - (ii) evidence of the insurance specified in D17.
 - (iii) a Safe Work Plan in accordance with D16.
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
 - (c) The direct deposit application specified in D22.1
- D18.3 The City intends to award this Contract by June 3, 2022.

D19. CRITICAL STAGES

- D19.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Submit draft preliminary design report by June 1, 2023.

D20. COVID-19 SCHEDULE DELAYS

- D20.1 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.
- D20.2 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.
- D20.3 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.
- D20.4 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 D20.3. Failure to provide this notice will result in no additional time delays being considered by the City.

- D20.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Project Manager.
- D20.6 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.

MEASUREMENT AND PAYMENT

D21. INVOICES

- D21.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed. to:
The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204-949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D21.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Consultant's GST registration number.
- D21.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D22. PAYMENT

- D22.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

THIRD PARTY AGREEMENTS

D23. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D23.1 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.
- D23.2 Further to D23.1, in the event that the obligations in D23 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.
- D23.3 For the purposes of D23:

- (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.

D23.4 Modified Insurance Requirements

D23.4.1 If not already required under the insurance requirements identified in D17, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.

D23.4.2 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.

D23.4.3 Further to D17.6 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.

D23.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D23.5 Indemnification By Consultant

D23.5.1 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.

D23.6 Records Retention and Audits

D23.6.1 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.

D23.6.2 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 D23.6.1 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.

D23.7 Other Obligations

- D23.7.1 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.
- D23.7.2 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.
- D23.7.3 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.
- D23.8 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.