



THE CITY OF WINNIPEG

REQUEST FOR QUALIFICATION

RFQ NO. 148-2025A

**PROFESSIONAL CONSULTING SERVICES FOR PRELIMINARY DESIGN OF
OMAND PARK PEDESTRIAN/CYCLE BRIDGE REPLACEMENT**

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PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. DEFINITIONS

B1.1 When used in this Request for Qualification:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Calendar Day**" means the period from one midnight to the following midnight;
- (c) "**City**" means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (d) "**City Council**" means the Council of the City of Winnipeg;
- (e) "**Contract**" means the combined documents consisting of the Request for Qualification package, Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (f) "**Consulting Contract Administrator**" means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (g) "**Contractor**" means the person undertaking the performance of the work under the terms of the Contract;
- (h) "**may**" indicates an allowable action or feature which will not be evaluated;
- (i) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (j) "**Person**" means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (k) "**Proponent**" means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (l) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
- (m) "**Site**" means the lands and other places on, under, in or through which the work is to be performed;
- (n) "**Submission or Qualification Submission**" means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (o) "**Submission Deadline**" means the time and date for final receipt of Submissions;
- (p) "**Substantial Performance**" shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (q) "**Work**" or "**Works**" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Plant, Material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided.

B2. EXECUTIVE SUMMARY

B2.1 City of Winnipeg Public Service has received Council approval to proceed with procurement of Professional Consulting Services for Preliminary Design of Omand Park Pedestrian/Cycle Bridge Replacement (the Project).

B3. BACKGROUND

B3.1 General

- (a) The administrative structure for the City of Winnipeg is a Chief Administrative Officer (CAO) who is the head of the public service and provides overall leadership to all City departments.
- (b) The limits of the study shall be confined to the Omand Park area west of Raglan Road including the Assiniboine riverbank.
- (c) Pending the recommendations of a 2025 City Wide Parks Riverbank Access Study, the Project may also include the provision of a riverbank access that will bring pedestrians to the edge of the Assiniboine River. It is expected that the access will consist of an aggregate-surfaced path leading down the slope to a flat landing area situated above the Normal Regulated Summer Water Level. This facility will be designed in accordance with the City of Winnipeg's Accessibility Design Standards. The landing should also accommodate the addition of a floating dock system in the future. The successful consultant should consider how the riverbank access might be aligned with re-grading efforts and the construction access in order to minimize impact to the park area.
- (d) Refer to <https://clkapps.winnipeg.ca/dmis/ViewDoc.asp?DocId=21719&SectionId=&InitUrl=> for background related to the riverbank access point to the Assiniboine River.
- (e) Advancing this project to detailed design and construction in future years is subject to approval and adoption of future Capital Budgets.
- (f) The objective of this study is to complete a preliminary design for replacement of the Omand Park Pedestrian/Cycle Bridge including associated multi-use pathways.
- (g) Additional background documents are available upon request to the Consulting Contract Administrator.
- (h) Refer to PART E - Anticipated Scope of Work for a listing of specific considerations for this study.

B3.2 Background of Omand Park Pedestrian/Cycle Bridge – B205 and Study Objectives

- (a) The Omand's Creek Structure and associated pathways are an important east-west active transportation route that connects communities located in the Wolseley neighbourhood to Omand Park along the north bank of the Assiniboine River.
- (b) The existing crossing is a low-level bridge which experiences submerged conditions in the spring most years due to backwater flooding of the Assiniboine River. The bridge needs to be replaced with a structure that is less impacted by seasonal flooding.
- (c) In 2010 a functional study was completed, which included a presentation of various bridge concepts to the public. The study was terminated at the public engagement stage. The concept put forward in 2010 was not well received by some members of the community because of how it would impact the use of the park, and because the style was considered incompatible with the park setting. Information related to this study is available upon request to the Consulting Contract Administrator.
- (d) In 2022 the City completed some temporary repairs to the deck structure to extend the life of the bridge structure until such time as it can be replaced. If additional signs of deterioration observed, the City would permanently close the existing bridge without warning.
- (e) In 2024 the City completed a pre-design public engagement study to foster conversation with the community and come to common ground in advance of preliminary design. This program intended to help staff better understand:
 - (i) Key areas of park use and value
 - (ii) Opportunities to improve pathways around the bridge
 - (iii) What the community wants to see in a potential future bridge
 - (iv) A vision for a future river access point

- (v) Whether feedback from the 2010 design and public engagement was properly interpreted and/or is still relevant

Key feedback themes included a desire for accessibility improvements while also balancing the natural environment, and recognition of the requirement to mitigate flood concerns.

Additional information may be found on the City of Winnipeg project website at:

<https://engage.winnipeg.ca/an-omand-s-creek-crossing-for-everyone>

- (f) On December 12, 2024 Council approved the Report of the Standing Policy Committee on Public Works dated November 29, 2024. This Report recommended moving forward with planning and design of a replacement pedestrian bridge and associated accessible pathways. For more information on the Report, refer to the City of Winnipeg website at: <https://clkapps.winnipeg.ca/DMIS/ViewDoc.asp?DocId=25943&SectionId=754490&InitUrl=>
- (g) The community values the informal toboggan hill located approximately in the northwest quadrant of the existing Omand's Creek crossing. The location of the new structure and associated pathways should not conflict with the safe use of Omand Park including the informal toboggan hill.
- (h) The community values the natural environment of Omand Park. Every effort should be made to avoid mature tree loss and damage to the naturalized environment.
- (i) The proposed new bridge deck height is estimated to be approximately 2.8 metres above the existing bridge deck to avoid seasonal flooding. The exact elevation of the new bridge is to be determined during the preliminary design phase of the project based on considerations such as historical flooding records, flood projections, and hydraulic modelling.
- (j) Current bridge structure and pathways do not meet accessibility design standards. The existing bridge is only 2.5 m wide. The new bridge width will likely need to be between 3.5 m and 4.5 m wide. The exact width of the new bridge is to be determined during the preliminary design phase of the project, taking into consideration functionality requirements with respect to the expected uses including determining the need to separate pedestrians and cyclists. The existing pathways either side of the bridge are also too steep, ranging between 2.4% to 10.4%.
- (k) Pathway improvements in this area may require design of miscellaneous structures such as accessible ramps, stairs, guards, retaining structures, drainage elements, etc. as well as public-realm amenities such as landscaping, seating nodes, and lighting.
- (l) Geotechnical investigation and analyses may be required to identify possible slope stability issues and provide recommendations in support of the new bridge, riverbank access and associated pathway alignment improvements.
- (m) Omand's Creek is designated as a Provincial Drain, and any proposed changes to the Creek channel, slopes or crossings must be approved by the Province of Manitoba. The Province should be consulted as a key stakeholder during all design phases.

B3.3 Background to Possible Future Phases

- (a) The City may, at their discretion, award the Contract in phases.
- (b) The City may, at their discretion, issue Requests for Proposals and negotiate and award subsequent contract(s) in phases.
- (c) Further to B3.3(b), the City reserves the right to negotiate and award future phases to the successful Proponent.

B4. WINNIPEG

B4.1 Winnipeg is an important Canadian city, and the capital of the Province of Manitoba. Located in Western Canada, Winnipeg plays a prominent role in transportation, finance, manufacturing, agriculture and education. It is known as the Gateway to the West. The City is located near the geographic centre of North America. It lies in a flood plain at the confluence of the Red and Assiniboine rivers and started around the point now commonly known as The Forks. It is

protected from flooding by the Red River Floodway. Winnipeg covers an area of 663 square kilometers.

- B4.2 For information on City demographics, refer to the City of Winnipeg web site at: https://www.winnipeg.ca/cao/pdfs/CommunityTrendsandPerformanceReportVolume1_2019.pdf
- B4.3 For information related to the City's political structure, refer to the City of Winnipeg web site at: <https://winnipeg.ca/council/default.stm>
- B4.4 For information related to the City's administrative structure and services refer to the City of Winnipeg web site at: <https://winnipeg.ca/interhom/toc/departments.asp>
- B4.5 For information related to the City's finances refer to the City of Winnipeg web site at: <https://winnipeg.ca/finance/default.stm>

B5. PURPOSE OF THE REQUEST FOR QUALIFICATIONS DOCUMENT

- B5.1 The purpose of this Request for Qualifications (RFQ) is to identify experienced and capable Proponents to deliver the Omand Park Pedestrian/Cycling Bridge Preliminary Design Study for the Public Works Department.
- B5.2 The City invites qualified individuals to submit a Qualification Submission in response to this RFQ.
- B5.3 After receiving the Submissions to this RFQ, the City will review all Submissions received and select the **Most Qualified Proponent**. Only the selected Proponent will be invited to further submit a more detailed proposal.

B6. SCOPE OF SERVICES

- B6.1 Scope of Services describes the requirements for Qualification
- (a) Preliminary design for bridge replacement and associated works of a type described in PART E - Anticipated Scope of Work.
 - (b) Refer to PART F - Definition of Professional Consultant Services – Engineering (Public Works Department).
- B6.2 Scope of Work describes the work planned to be assigned under the RFP process in B8:
- (a) Preliminary design for bridge replacement and associated works;
 - (b) The Work to be done under the subsequent Contract(s) shall consist of the provision of professional engineering consulting services as described in PART E - Anticipated Scope of Work.
- B6.3 Submissions to this RFQ should include Proponent information in response to a general bridge replacement project including planning and preliminary design.

B7. PROJECT SCHEDULE

- B7.1 The City intends to complete the evaluation of the Qualification Submissions by March 2025 and proceed with the issuance of an RFP by early April 2025.
- B7.2 Details on the RFP schedule will be provided to **the Most Qualified Proponent** at the completion of the RFQ stage. The City intends to award by May 2025.

B7.3 Estimated Preliminary Schedule

Phase	Approximate Date(s)
1. RFQ Process	March 2025
2. Evaluation/Shortlist of Proponents	March 2025
3. RFP Process	April 2025
4. Evaluation/Selection of Proponent	April 2025
5. Award of Consulting Contract	May 2025
6. Undertake Preliminary Design Study	June 2025 – October 2025

B8. PROCUREMENT PROCESS

Stage One – Qualification

B8.1 The first stage of the procurement process for this assignment is this RFQ. The City intends to invite the **Most Qualified Proponent** to participate in the second stage of the procurement process, the RFP.

B8.1.1 Further to B8.1, the requirements for submission for Qualification are outlined in PART D - Submission Instructions.

B8.1.2 For further clarity, **Proponents are reminded that information regarding fees, rates, work plan or schedule is NOT required at this stage.**

Stage Two – Request for Proposal

B8.2 Following completion of the RFQ stage, the **Most Qualified Proponent** may be invited to provide a detailed proposal in response to an RFP. The City intends to invite the **Most Qualified Proponent** only (one), however reserves the right to invite two or more Qualified Proponents, for the Project as per B8.2.4.

B8.2.1 Details of each proposal and how submissions will be evaluated will be provided to the Proponents for each individual engagement at that time; the proposal may be evaluated on criteria other than price alone.

B8.2.2 Proponents responding to the RFP will be expected to provide a proposal engaging the team submitted during Stage One (Qualification); any modifications must be negotiated with the Consulting Contract Administrator.

B8.2.3 The RFP may include requirements for the following:

- (a) security clearances (criminal record search certification or Winnipeg Police Service background check);
- (b) evidence of specified insurance;
- (c) Safe Work Plan;
- (d) evidence of authority to carry on business;
- (e) Any other qualification specifically required for a particular assignment.
- (f) A Social Procurement clause will be included in the subsequent RFP. The Social Procurement clause may address outcomes around employment of equity groups, skills and training of equity groups, or diversity in the supply chain.

B8.2.4 The City will evaluate the detailed proposal(s) received from the Proponent(s) and select the preferred Proponent for the RFP, for the purposes of awarding a Contract.

- (a) The City may negotiate the terms of the project contract with the preferred Proponent(s).
 - (i) If negotiations with the preferred Proponent is not successful, the City may invite the next Most Qualified Proponent to provide a detailed response to the respective RFP.
- (b) Award of the project contract to the recommended Proponent will be subject to final approval by the Award Authority.

B9. DISCLOSURE

B9.1 Various Persons provided information or services with respect to this Work. 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.

B9.2 The Persons are:

- (a) N/A.

B10. CONFLICT OF INTEREST AND GOOD FAITH

B10.1 Proponents, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B10.2 Conflict of Interest means any situation or circumstance where a Proponent or employee of the Proponent proposed for the Work 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 Bids or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the RFQ process or the Work; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFQ process) of strategic and/or material relevance to the RFQ process or to the Work that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B10.3 In connection with their Bid, each entity identified in B10.2 shall:

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

- B10.4 Without limiting B10.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B10.5 Without limiting B10.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their employees proposed for the Work;
 - (b) require the removal or replacement of any employees proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or employees proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B10.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of their employees proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B10.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B11. ENQUIRIES

- B11.1 All enquiries shall be directed to the Consulting Contract Administrator identified in B12.
- B11.2 Any Proponent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the Consulting Contract Administrator.
- B11.3 If the Proponent finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B11.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, require a correction to or a clarification of the RFQ will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.
- B11.5 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the RFQ will be provided by the Consulting Contract Administrator only to the Proponent who made the enquiry.
- B11.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B11 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.
- B11.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B12. CONSULTING CONTRACT ADMINISTRATOR

- B12.1 The Consulting Contract Administrator is:
J. Matthew Hildebrand, P. Eng.
Bridge Projects Engineer
Telephone No.: 204-583-6453
Email Address: JonathanMHildebrand@winnipeg.ca

B13. ADDENDA

- B13.1 The Consulting Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFQ, or clarifying the meaning or intent of any provision therein.
- B13.2 The Consulting Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B13.3 Addenda will be available on the MERX website at www.merx.com.
- B13.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B13.5 The Proponent should acknowledge receipt of each addendum on Form A: Qualification Submission.
- B13.6 Notwithstanding B11, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in B12.

B14. CONFIDENTIALITY AND PRIVACY

- B14.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Consulting Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B14.2 The protection of personal information and privacy will be fundamental aspects of the Project. Proponents shall comply with all applicable privacy legislation, including but not limited to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). In addition, Proponents are advised that the City is subject to The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and that the Contractor will be expected to comply with the obligations imposed upon the City pursuant to FIPPA.
- B14.3 The Proponent is advised that any information contained in any 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).
- B14.4 All Qualification Submissions submitted to the City will be kept in confidence with the City for the sole purposes of evaluating and developing the best possible strategic option for the City. Qualification Submissions will become the property of the City. The City will have the right to

make copies of all Submissions for their internal review process and to provide such copies to their staff and/or external advisors and representatives.

B14.5 The City reserves the right to post the names of the shortlisted Proponents, or otherwise make this information public at the end of the RFQ selection process.

B14.6 All information will become and remain the property of the City; none will be returned. If the Submission contains any proprietary or trade secret information, said information must be indicated as such.

B15. NON-DISCLOSURE

B15.1 Proponents must not disclose any details pertaining to their Qualification Submission and the selection process in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City. Proponents shall not issue a news release or other public announcement pertaining to details of their Qualification Submission or the selection process without the prior written approval of the City.

B15.2 Proponents are advised that an attempt on the part of any Proponent or any of their employees, agents, contractors or representatives to contact any members of City Council or their staff or any member of City Administration other than the Consulting Contract Administrator with respect to this RFQ, may lead to disqualification.

B16. NO COLLUSION

B16.1 Upon responding to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.

B16.2 Proponents must ensure that their participation in this RFQ is conducted without collusion or fraud on their part or any of their team. Proponents and their team members shall not engage in discussions or other communications with any other Proponents or their team members regarding the preparation or submission of their responses to this RFQ. Breach of this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

B17. NO LOBBYING

B17.1 Any form of political or other lobbying whatsoever in relation to the Project or with a view to influencing the outcome of this RFQ process is strictly prohibited. Failure to comply with this provision may result in disqualification from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, disqualification from the RFP process.

B18. ELIGIBILITY

B18.1 No Persons involved with the City, or acting as a consultant or subconsultant to the City with respect to this Project, are eligible to submit a Qualification Submission for this RFQ or participate in any manner whatsoever as a participant or advisor to any Proponent participating in this RFQ or subsequent RFP.

B19. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION

B19.1 Qualification Submissions will not be opened publicly.

B19.2 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.

B19.3 The Proponent is advised that any information contained in any Qualification 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).

- B19.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Qualification 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.
- B19.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Consulting Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The General Conditions for Consultant Services (Revision 2022-09-02) are applicable to the Services of the Contract.
- C0.1.1 The General Conditions for Consultant Services are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Qualifications, or 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 - SUBMISSION INSTRUCTIONS

D1. SUBMISSION DEADLINE

- D1.1 The Submission Deadline is 4:00 p.m. Winnipeg time, **Monday March 24, 2025**.
- D1.2 The Consulting Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in D1.1.

D2. QUALIFICATION SUBMISSION

- D2.1 The Qualification Submission should consist of the following components:
- (a) Form A: Qualification Submission (Section A) – refer to D3;
 - (b) Form Q: Qualification (Section B)
 - (i) Experience of Proponent and Subconsultants (Section B-1) – refer to D4;
 - (ii) Experience of Key Personnel Available to the Project (Section B-2) – refer to D5;
 - (c) Project Management Approach (Section C) – refer to D6;
 - (d) Project Understanding and Technical Approach (Section D) – refer to D7;
- D2.1.1 Further to D2.1, Proponents are reminded that any information regarding fees, rates, work plan or schedule is NOT required in the Qualification Submission.**
- D2.2 The Qualification Submission should be submitted in a PDF format; with a font of not less than 11 pt Arial on 8.5"x11" pages; margins not less than 0.75"; line-spacing not less than single; and:
- (a) Should be no more than fifteen (15) pages in length, page count excluding required form(s), title page, and cover letter.
 - (b) For greater clarity, Form Q will not count towards the maximum number of pages. Form Q should be no more than fifteen (15) pages in length.
 - (c) No appendices should be included.
- D2.3 The Qualification shall be submitted electronically through MERX at www.merx.com.
- D2.3.1 Qualifications will **only** be accepted electronically through MERX.
- D2.4 All requirements of the RFQ should be fully completed or provided, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- D2.5 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with D12.
- D2.6 All Submissions received in response to this RFQ will be kept in confidence with the sole purposes of evaluating and developing the best possible strategic option for the City.
- D2.7 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.
- D2.8 The City reserves the right to make additional copies of all Submissions for their internal review process and to provide such copies to their staff and external advisors.

D3. FORM A: QUALIFICATION SUBMISSION

- D3.1 Further to D2.1(a), the Proponent shall complete Form A: Qualification Submission, making all required entries.

- D3.2 Paragraph 2 of Form A: Qualification Submission shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- D3.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with D3.2.
- D3.3 In Paragraph 3 of Form A: Qualification Submission, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of this RFQ.
- D3.4 Paragraph 7 of Form A: Qualification Submission should be signed in accordance with the following requirements:
- (a) if the Proponent is sole proprietor carrying of business in their own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- D3.5 The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.
- D3.6 If a Submission 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 Submission, shall be both jointly and several.

D4. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION B-1)

- D4.1 The Proponent should complete Form Q: Experience of Proponent and Subconsultants, to provide the information requested in this section.
- D4.2 Further to D2.1(b)(i), the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the Proponent(s).
- D4.3 The Submission should include details demonstrating the history and experience of the Proponent and Subconsultants in applicable professional consulting services as described in PART E - Anticipated Scope of Work and as defined in PART F - Definition of Professional Consultant Services – Engineering (Public Works Department), for two projects of similar complexity, scope and value. For each project listed the Proponent should submit: a description of the project; role of the consultant; project's original contracted cost and final cost; the year the project was completed; project owner; reference information (one current name with telephone number and email address per project). Where applicable, information should be separated into Proponent and Subconsultant project listings.
- D4.4 The Submission should include general firm profile information, including years in business, average volume of work, typical services performed and available, number of employees and

other pertinent information for the Proponent and all Subconsultants. Where applicable, information should be separated into Proponent and Subconsultant project listings.

D5. EXPERIENCE OF KEY PERSONNEL AVAILABLE TO THE PROJECT (SECTION B-2)

- D5.1 The Proponent should complete Form Q: Experience of Proponent and Subconsultants, to provide the information requested in this section.
- D5.2 Further to D2.1(b)(ii), the Proponent should submit information in sufficient detail for the City to evaluate the qualifications of the key personnel available to be assigned to the project.
- D5.3 Submissions should include names of all eligible key personnel expected to be available to be assigned to the project. "Key Personnel" may include any subject matter experts, the principals-in-charge, the Consultants Representative, managers of the key disciplines, lead designers, and lead technologists and/or technicians contributing to the project. Provide a detailed description of the project role associated with this key person including project responsibilities and primary tasks throughout the project.
- D5.4 "Key Personnel" should include, but not be limited to the following specialists (at a minimum and in no particular order):
- a) Landscape Architect
 - b) Public Engagement Specialist
 - c) Graphic Designer
 - d) Copywriter
 - e) Hydrotechnical Engineer
 - f) Geotechnical Engineer
 - g) Structural Engineer
 - h) Lighting Engineer
 - i) Environmental & Regulatory Specialist
 - j) Active Transportation Specialist
- D5.5 Submit the experience and qualifications of the Key Personnel available to be assigned to the Project. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience with existing employer, and years of experience in professional practice in a similar project role.
- D5.6 For each person identified, list two projects of similar complexity, scope and value in which they have played a primary role similar to that proposed for this Project. For each project provide the following: description of project; role of the person (provide role title and description of the individual's contributions to the project); project owner; and any additional information regarding their project contribution that may be relevant.
- D5.7 Further to D5.6, and upon request of the Consulting Contract Administrator, the Proponent must provide, for each person identified in and reference information (one current name with telephone number and email address per project).

D6. PROJECT MANAGEMENT APPROACH (SECTION C)

- D6.1 Further to D2.1(c), the Proponent should submit information in sufficient detail for the City to evaluate the Proponent's project management approach.
- (a) Further to D6.1, Proponents are reminded that any information regarding fees, rates, work plan or schedule is NOT required in the Qualification Submission.**

- D6.2 The Submission should describe your team and your general approach to overall team formation and coordination of team members. Describe the team's project management methods and approach, and team organization during the performance of services, so that the evaluation committee has a clear understanding of the methods the Proponent and Subconsultant(s) would use in the delivery of the projects.
- D6.3 The Submission should outline and describe all of the key roles or job functions through all phases of delivery of the project. For each team member describe the project role, project duties (responsibilities and tasks), and typical percentage dedication to the project. Submission should include discussion of non-key staff or roles such as survey, drafting, clerical and any other support staff, where specifics are not required.
- D6.4 The Submission should include a suggested organizational chart for this project which identifies the project roles as defined in D6.3. Identify key City departments, staff, and external agencies and/or stakeholders relevant to the project.
- D6.5 Describe the collaborative process/method to be used throughout the project, including the communication methods and strategies to be used.

D7. PROJECT UNDERSTANDING AND TECHNICAL APPROACH (SECTION D)

- D7.1 Further to D2.1(d), the Proponent should submit information in sufficient detail for the City to evaluate the Proponent's project understanding and technical approach.
- D7.1.1 Further to D7.1, Proponents are reminded that any information regarding fees, rates, work plan or schedule is NOT required in the Qualification Submission.**
- D7.2 The Proponent should **not** include a step-by-step methodology for specific tasks, nor a detailed task listing and associated effort.
- D7.3 A discussion of the project is provided in PART E - Anticipated Scope of Work.
- D7.4 Proponents should use this section to describe:
- (a) their understanding of the project's broad functional and technical requirements;
 - (b) identification of key issues, technical constraints, risks and opportunities, and the application of creative thinking and innovation;
 - (c) their technical approach and rationale;
 - (d) any other information that may convey your team's understanding of the project.

D8. UNFAIR LABOUR PRACTICES

- D8.1 The Contractor declares that in bidding for the Work and in entering into a Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) <https://www.ilo.org/global/lang--en/index.htm> conventions as ratified by Canada.
- D8.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D8.3 Upon request from the Consulting Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).

- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.
- D8.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Consulting Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D8.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D8.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D9. SUBSTITUTIONS

- D9.1 If, following your Submission, you become aware that any Persons identified to participate in this Project will be unable or is likely to be unable to participate on this Project, you must immediately advise the Consultant Contract Administrator and indicate your proposed substitute Person. Failure to do so may result in disqualification of your Submission from the RFQ process or, if the City becomes aware of your breach of this provision after the RFP has been issued, from the RFP process.

D10. NON-CONFORMING SUBMISSIONS

- D10.1 Notwithstanding D2.1, if a Proponent’s Submission is not strictly in accordance with any provision of this RFQ, the City may, at their option:
- (a) waive the non-conformance if, in the City’s opinion, the non-conformance is immaterial; or
 - (b) reject the Submission as non-responsive if, in the City’s opinion, the non-conformance is material.
- D10.1.1 If the non-conformance is an omission, the City may, at their discretion, give the Proponent up to five (5) Business Days to supply the omitted material.
- D10.2 If the requested information is not submitted by the time specified in D10.1.1, the Submission will be determined to be non-responsive.

D11. PROPONENT’S COSTS AND EXPENSES

- D11.1 Proponents are solely responsible for their own costs and expenses in preparing and submitting a Qualification Submission and participating in the RFQ, including the provision of any additional information or attendance at meetings.

EVALUATION

D12. EVALUATION CRITERIA

- D12.1 Proponents will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:
- | | |
|---|-------------|
| (a) Conformance to Mandatory Requirements or acceptable deviation therefrom | (pass/fail) |
| (b) Experience of Proponent and Subconsultant(s) (Section B-1) | 20% |
| (c) Experience of Key Personnel Available to the Project (Section B-2) | 30% |
| (d) Project Management Approach (Section C) | 10% |
| (e) Project Understanding and Technical Approach (Section D) | 40% |
- D12.2 Further to D12.1(a) and D10, the City may reject a Submission as being non-responsive if the Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Submission, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- D12.3 Further to D12.1(b), Experience of Proponent and Subconsultant(s) shall will be evaluated considering the experience of the Proponent on projects of similar size and complexity as well as other information requested, in accordance with D4.
- D12.4 Further to D12.1(c), Experience of Key Personnel Available 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 D5.
- D12.5 Further to D12.1(d), Project Management Approach will be evaluated considering the information provided in response to D6.
- D12.6 Further to D12.1(e), Project Understanding and Technical Approach shall be evaluated considering the information provided in response to D7.
- D12.7 Further to D12.3 thru D12.6 a Submission may be determined to be not qualified if the Submission does not obtain a minimum of 50% of the points for each category.
- D12.8 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.
- D12.9 The City has full power to conduct an independent verification of information in any Submission received and generally pertaining to the qualifications and experience of the Proponent and any proposed members of their team.
- D12.10 The City may, in their sole discretion, interview any or all Proponents during the evaluation process, to provide clarification or additional information in relation to their Submission.

D13. NO CONTRACT

- D13.1 By submitting a Qualification Submission and participating in the process as outlined in this document, Proponents expressly agree that no contract of any kind is formed under, or arises from this RFQ, and that no legal obligations will arise.
- D13.2 Although it is the intention of the City select a **Most Qualified Proponent** to participate in the RFP stage of the procurement process, the City reserves the right and the full power to give notice in writing of any change to their Consulting Contract Administrator, amend any dates, schedules, limits and Scope of Work and any contract awarded, or to reject any and all Submissions, to launch a new or amended procurement process, or to decide that it will not

issue the RFP, without incurring any liability in respect of costs or damages incurred by any Proponent or any member of a private sector team.

- D13.3 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this RFQ, the procurement process or the Project at any time.
- D13.4 If the City proceeds to request a more detailed proposal to one or more Proponents determined to be qualified under the RFQ process, the City will have no obligation to award a Contract where:
- (a) only one Submission is received; or
 - (b) in the judgment of the City, the interests of the City would best be served by not entering into a Contract.
- D13.5 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.
- D13.6 Following the conclusion of the procurement process, Proponents will be provided with information related to the evaluation of their Submission upon written request to the Consulting Contract Administrator.

PART E - ANTICIPATED SCOPE OF WORK

E1. GENERAL

- E1.1 This Part contains an abridged description of the expected project scope of work and associated technical considerations to assist Proponents in preparing and submitting their response to the RFQ. A detailed scope of work may be communicated to the **Most Qualified Proponent** during the request for proposal stage for their consideration in preparing a detailed proposal.
- E1.2 The anticipated scope of work described in this Part is in the context of Preliminary Design Services as defined in F4.

E2. GENERAL REQUIREMENTS AND PROJECT MANAGEMENT

- E2.1 Manage the project in accordance with City of Winnipeg policies and procedures.
- E2.2 Incorporate relevant City Standards and Policies into the preliminary design study.
- E2.3 Undertake quality control and quality assurance on deliverables.

E3. ACCESS, TRAFFIC CONTROL AND SURVEY

- E3.1 No special access requirements are anticipated for this project.
- E3.2 No traffic control is anticipated for this project.
- E3.3 Perform topographic and bathymetric survey of the study area sufficient to complete the preliminary design of all components.

E4. PRELIMINARY DESIGN OF BRIDGE

- E4.1 It is anticipated that a 75-year design life will be required for the new pedestrian/cycling bridge.
- E4.2 The City would like to investigate options for a new structure crossing, which shall include but not be limited to:
- (a) Various alignments to limit impacts to the Park with respect to accessible pathways and bridge crossing locations.
 - (b) Examining various possible span arrangements.
 - (c) Improved clear width for both cyclists and pedestrians, which meets accessibility standards including determination on the need to separate these modes per E4.2(i).
 - (d) Improved height so that the bridge does not flood seasonally / most years.
 - (e) Examining various substructure options.
 - (f) Comparing total bridge costs for various span lengths along with major future rehabilitation and maintenance costs in present dollars.
 - (g) Ensuring due consideration is given to aesthetics, Park setting and naturalization, constructability, inspect-ability, and maintainability, using unique, innovative, and cost-efficient structural systems to span Omand's Creek.
 - (h) Further to E7, minimizing impacts to the park environment is a key consideration in the design.
 - (i) Compare a shared use facility for pedestrians and cyclists vs. separated bicycle and pedestrian pathways on the bridge, taking into consideration functionality requirements with respect to the expected uses compared to other City active transportation facilities.

E4.3 Preliminary Construction Schedule and Staging

- (a) Develop preliminary construction methodology and schedule in consultation with the City.
- (b) Identify preferred laydown and staging areas.
- (c) Develop a Risk Management Plan consistent with the construction methodology.

E5. GEOTECHNICAL, HYDRAULIC, AND REGULATORY REVIEW

E5.1 Perform hydraulic analysis of the Assiniboine River and Omand's Creek at the Omand Park Pedestrian/Cycling Bridge. The City will provide a HEC-RAS model for the Assiniboine River in the vicinity of the bridge.

E5.2 Perform sufficient geotechnical investigation to complete the preliminary design of the bridge replacement, riverbank erosion control measures and potential stability improvements, potential riverbank access, and multi use pathways as shown in Appendix A.

E5.3 Determine and comply with all regulatory requirements for the project.

E6. ACTIVE TRANSPORTATION DESIGN

E6.1 Develop feasible options and treatments for improving the pathway within the study area.

E6.2 Existing pathway from Wolseley Ave (east) to Railway Crossing (west) does not currently meet design standards for accessibility and will require modifications.

E6.3 Easterly path approach to Omand Park must consider a safe and convenient AT crossing of Raglan Rd to Wolseley Ave.

E6.4 Design miscellaneous structures or features such as retaining walls, guards, stairs, ramps, wayfinding signs, slope paving, etc.

E6.5 Liaise with the City of Winnipeg Street Lighting Engineer as required to determine pathway lighting and street lighting requirements.

E6.6 Coordinate with Parks and Open Spaces staff regarding pathway alignment through Omand Park. Consider future park redevelopment, pathway connections at park entrances/exits, connectivity with other active transportation routes, pathways and sidewalks, the proximity of path near park amenities, park user impacts, impacts to trees, etc.

E6.7 Design of the project should endeavour to maintain existing or similar informal toboggan area.

E6.8 Design drainage improvements or modifications for any proposed works.

E7. LANDSCAPING DESIGN

E7.1 Consult with City of Winnipeg Public Works - Parks and Open Spaces regarding preliminary design of landscaping and placemaking features including seating nodes, amenities such as refuse containers, benches, etc.

E7.2 The Assiniboine riverbank access point is considered a prominent landscaping feature and particular attention should be given to the design of benches, planters, and other miscellaneous features. Riverbank access amenities to be determined during the course of design.

E7.3 Develop design concepts for a riverbank access location considering functionality, geotechnical design recommendations, hydraulic design recommendations, safety, maintenance, and durability.

- E7.4 Options should be evaluated with respect to the project budget, project schedule, constructability, objectionable impacts and performance with the most advantageous option recommended for advancement to detailed design.
- E7.5 Work with City of Winnipeg Public Works Department, Parks and Open Spaces Division, Naturalist Services Branch to confirm any proposed naturalization works.

E8. GENERATION, DEVELOPMENT, AND SELECTION OF OPTIONS

- E8.1 After a study of the area and definition of needs and design basis and preparation of a design basis memorandum, meetings shall be held with the City Consulting Contract Administrator and the City Project Steering Committee to discuss major issues and identify potential viable options. Three (3) options should be developed to a conceptual/functional design level with supporting Class 4 Estimate. The minimum cost option shall be included as one of the three (3) options brought forward.
- E8.2 The various viable options should be developed to allow comparison and selection. The consultant should qualitatively assess cost, functionality, impacts during construction, potential mitigation measures and consider their implications in the options comparison. The evaluation methodology should be developed in consultation with the City Consulting Contract Administrator to rank and select the preferred option.
- E8.3 After the initial round of public engagement, the Consultant should proceed in developing a preliminary design for the selected option, which includes drawings, Class 3 cost estimate (expected accuracy of +30% to -20%), traffic management plan during construction, risk assessment, and proposed construction schedule.
- E8.4 A Project Risk Management Plan shall be developed, identifying risks and appropriate mitigation recommendations, as they relate to the successful completion of the project. Use the City of Winnipeg's Project Management templates, available at: <https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#5>

E9. PUBLIC AND STAKEHOLDER ENGAGEMENT

- E9.1 In alignment with the City's Engage Winnipeg policy, public engagement will be required for this project.
- E9.2 Objectives:
- (a) Stakeholders and the public are aware that their feedback matters and the City is closing the loop on a meaningful engagement process.
 - (b) The public understands why the current crossing cannot be rebuilt in the same location: that all future infrastructure is designed for all citizens following the Universal Design Policy, and that a permeant replacement will reduce seasonal flooding.
 - (c) The project will prioritize designs that effectively address key issues raised during pre-design engagement, striking a deliberate balance between improving accessibility and preserving the integrity of the natural environment.
 - (d) The design process and public facing materials proactively identifies and assess potential negative impacts of proposed solutions with a commitment to address community concerns and safeguard the park's ecological and recreational value.
 - (e) Input from vulnerable park users (children, seniors and people with disabilities) on safety and comfort is sought out and highlighted in the feedback received.
 - (f) The project provides multiple touchpoints for promotion and involvement.
- E9.3 General Requirements
- E9.3.1 The Consultant shall work collaboratively with the Office of Public Engagement.

- E9.3.2 The Consultant shall host two (2) public engagement meetings with the project team, including the Consulting Contract Administrator, a representative from the Office of Public Engagement, other representatives as required by the Consulting Contract Administrator:
- (a) Before the start of initial round of public engagement to review engagement objectives, key dates and events.
 - (b) After all events to discuss the public feedback and how it can be incorporated into the project.
- E9.3.3 The review of public materials and advance notice of public events require time. The Consultant shall ensure adequate time is accounted for in the Project schedule.
- E9.3.4 All public materials must be posted online two (2) weeks prior to an in-person or virtual event.
- E9.3.5 The anticipated review period for materials will be minimum three (3) weeks prior to posting.
- E9.3.6 The City will cover expenses for public engagement activities, including, for example, venue rental charges, equipment rental, catering for refreshments, translation, printing, postage, courier, newspaper advertising, photocopying subject to prior approval of costs by the Consulting Contract Administrator. Wherever possible, City facilities will be used to host public events. If in-person events are not possible due to public health orders from the pandemic, virtual events will be used instead. Virtual events will occur on the Consultants software.
- E9.3.7 The City will develop the website, online survey, project promotion, final engagement report and will perform some external stakeholder meetings. Details of the Consultant's duties with respect of the public engagement will be shared with the selected proponent during the RFP stage, however summary of the requirements are as follows:
- (a) Website update materials
 - (b) Artistic renderings
 - (c) Communication log
 - (d) Planning and facilitating stakeholder meeting
 - (e) Pop-ups
 - (f) Participation in public engagement events (as required)
 - (g) Stakeholder meeting/presentation materials
 - (h) Public engagement event materials (boards, etc.)

E10. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- E10.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- E10.1.1 The Consultant agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- E10.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assist-ive devices, support persons, and support animals;

- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

E11. PRELIMINARY DESIGN REPORT

- E11.1 Prepare and submit a preliminary design report documenting the findings of the study, along with the completed templates for the Basis of Estimates (BoE) and Cost of Estimate (CoE) associated with the selected design option.

PART F - DEFINITION OF PROFESSIONAL CONSULTANT SERVICES – ENGINEERING (PUBLIC WORKS DEPARTMENT)

F1. DEFINITIONS

- F1.1 When used in this section – Definition of Professional Consultant Services – Engineering (Public Works Department):
- (a) **"Consulting Contract Administrator"** applies to specific projects, and means the City's project manager for the specific work contracted to the Consulting Engineer.
 - (b) **"Consulting Engineer"** means the Professional Engineer or Professional Engineering firm engaged by the City to perform Consulting Engineering Services as described herein and within the Scope of Services of a Contract. The "Consulting Engineer" will hold and maintain, for the duration of the Project, a Certificate of Authorization from Engineers Geoscientists Manitoba in the "Practicing Entity" category.
 - (c) **"Professional Engineer"** means an individual engineer registered to practice in the Province of Manitoba by Engineers Geoscientists Manitoba (EGM), as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and the by-laws of Engineers Geoscientists Manitoba.
 - (d) **"Professional Engineering"** means the practice of professional engineering in the Province of Manitoba, as governed by the Engineering and Geoscientific Professions Act of the Province of Manitoba and the by-laws of Engineers Geoscientists Manitoba (EGM).
 - (e) **"Project"** generally refers to the specific work contracted to the Consulting Engineer.
 - (f) **"Seal"** means either or both of: the impression of the stamp issued by EGM to registered Professional Engineers, plus the signature of the registered Professional Engineer, plus the date the signature was applied; or the secured, digitally authenticated identification, issued via the EGM, computer readable form applied to a document, use of either of which is governed by the EGM.
- F1.2 Further to the General Conditions for Consultant Services, it is the intent of this section to clarify the City's specific requirements of the consulting services of Professional Engineers; to more fully identify the services to be rendered by Consulting Engineers to the City and to other parties on behalf of the City; and to provide a more clearly determined basis of obligation in respect thereof by Consulting Engineers to the City and to third parties in the provision of such services.

F2. GENERAL REQUIREMENTS OF PROFESSIONAL ENGINEERS

- F2.1 All services described herein shall be performed in the City of Winnipeg, unless otherwise authorized in writing by the Consulting Contract Administrator, and under the direct supervision of a Professional Engineer registered in the Province of Manitoba.
- F2.2 All drawings, reports, recommendations and other documents originating therefrom involving the practice of Professional Engineering shall bear the Seal of a Professional Engineer.
- F2.3 Reports and documents not involving the practice of Professional Engineering, such as letters of information, minutes of meetings, construction progress reports, may be originated and signed by other responsible personnel engaged by the Consulting Engineer and accepted by the Consulting Contract Administrator. Progress estimates, completion certificates and other reports related to the technical aspects of a Project, must be endorsed by the Consulting Engineer in a manner acceptable to the Consulting Contract Administrator.
- F2.4 None of the services, tasks, actions or requirements described herein, nor any verbal instruction from the Consulting Contract Administrator, are intended to relieve the construction contractor of his contractual and/or other legal obligations in respect thereof, unless specifically indicated, in writing, by the Consulting Contract Administrator.

F3. PROFESSIONAL ENGINEERING SERVICES – ADVISORY SERVICES

- F3.1 Advisory services have been referred to by the City of Winnipeg as "Type 1 Services"

F3.2 Advisory services are normally not associated with or followed by preliminary design and/or design services.

F3.3 Advisory services include, but are not limited to:

- (a) Expert testimony;
- (b) Appraisals;
- (c) Valuations;
- (d) Rate structure and tariff studies;
- (e) Management services other than construction management;
- (f) Feasibility studies;
- (g) Planning studies;
- (h) Surveying and mapping;
- (i) Geotechnical investigations;
- (j) Hydrological investigations;
- (k) Safety audits;
- (l) Value engineering audits;
- (m) Inspection, testing, research, studies, or reports concerning the collection, analysis, evaluation; and
- (n) Interpretation of data and information leading to conclusions and recommendations based upon specialized engineering experience and knowledge.

F4. PROFESSIONAL ENGINEERING SERVICES – PRELIMINARY DESIGN

F4.1 Preliminary Design services have been referred to by the City of Winnipeg as “Type 2 Services”

F4.2 Engineering services for preliminary design normally precede the detailed design of a Project.

F4.3 Preliminary design services include, but are not limited to:

- (a) Preliminary engineering studies;
- (b) Engineering investigations;
- (c) Surface and subsurface site explorations, measurements, investigations, and surveys;
- (d) Operational studies including drainage studies, traffic studies, and noise attenuation;
- (e) Functional planning;
- (f) Formal and/or informal consultations with stakeholders and/or the general public;
- (g) Preparation of staging plans and coordinate with other projects in the area, to minimize the impact on the project and traffic congestion in the area.
- (h) Physical, economical (capital and operating) and environmental studies including evaluation, comparison, and recommendation regarding alternative preliminary designs;
- (i) Special applications to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto and appearance before same in support of the application;
- (j) Identification of the necessary authorizations from regulatory authorities and/or public agencies and determination of any related impacts and/or risks to the Project;
- (k) Coordination with all the utilities including (but not limited to) hydro, telephone, gas, telecoms, fibre optics, traffic signals and other City or developer works with respect to location, relocation, construction and/or reconstruction;
- (l) Preparation and submission of a report and appropriate drawings to the Consulting Contract Administrator, fully documenting data gathered, explaining adequately the assessment made, stating with clarity the resulting conclusions, and containing all recommendations which are relevant to this stage of Project implementation.

F5. PROFESSIONAL ENGINEERING SERVICES – DETAILED DESIGN

- F5.1 Detailed Design services have been referred to by the City of Winnipeg as “Type 3 Services”
- F5.2 Engineering services for detailed design normally involve preparation of detailed designs, construction contract specifications and drawings, analysis of bids and recommendations regarding construction contract award.
- F5.3 Detailed design services include, but are not limited to:
- (a) Addressing alternative methods of accommodating; relocating; avoiding, and/or protecting utilities and railways; proposing alternative methods of solution, reviewing same with the appropriate regulatory approval agencies and stakeholders;
 - (b) Application to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto, and appearance before same in support of the application;
 - (c) Formal and/or informal consultations with stakeholders and/or the general public;
 - (d) Preparation and submission of detailed engineering calculations, drawings, and criteria employed in the design(s), securing review of and acceptance by the Consulting Contract Administrator;
 - (e) Submission of engineering drawings and plans for circulation through the Underground Structures process;
 - (f) Preparation of detailed engineering drawings, specifications and tender documents consistent with the standards and guidelines of the City, securing review of and acceptance by the Consulting Contract Administrator;
 - (g) Preparation and provision to the Consulting Contract Administrator in written form, a fully detailed formal construction contract estimate;
 - (h) Provision of appropriate response to bidders and advice to the Consulting Contract Administrator during the tender advertising period and, subject to acceptance by the Consulting Contract Administrator, issuing addenda to the tender documents;
 - (i) Submission of a review, analysis, comparison, tabulation, calculation, and evaluation of the bids received, to the Consulting Contract Administrator, including a recommendation for construction contract award;
 - (j) Arranging and attending a pre-award meeting with the recommended construction contractor, the Consulting Engineer and the Consulting Contract Administrator;
 - (k) Preparation of a report including revised contract estimate, identifying and explaining variations from the earlier formal estimate.

F6. PROFESSIONAL ENGINEERING SERVICES – CONTRACT ADMINISTRATION

- F6.1 Contract Administration services have been referred to by the City of Winnipeg as “Type 4 Services”
- F6.2 Engineering services for Contract Administration are associated with the construction of a Project and include the office and field services required to ensure the execution of the Project in accordance with the intent of the City and in conformance with the particulars of the drawings and specifications.
- F6.3 Engineering services for Contract Administration can be generally divided into NON-RESIDENT and RESIDENT services.
- F6.4 NON-RESIDENT Contract Administration services include but are not limited to:
- (a) Consultation with and advice to the Consulting Contract Administrator during the course of construction;
 - (b) Review and acceptance of shop drawings and other submissions supplied by the construction contractor or supplier to ensure conformance with the drawings and specifications;

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

F6.5 RESIDENT Contract Administration services include but are not limited to:

- (a) Provision of qualified resident personnel – acceptable to the Consulting Contract Administrator – present at the Project site to carry out the services as specified below:
 - (i) inspection of all pipe prior to installation;
 - (ii) inspection and acceptance of excavation for, and full-time inspection at the time of bedding placement, pipe laying and backfilling in respect of installation of water mains, land drainage sewers, and wastewater sewers;
 - (iii) inspection of installation of all connections to water mains, sewers, manholes, valves, hydrants or house services, and excavation and/or exposing of all underground services, structures, or facilities;
 - (iv) inspection of all excavations to determine soil adequacy prior to installation of base and subbase courses for sidewalks, public back lanes, and street pavements;
- (b) Further to F6.5(a), full time inspection will require assignment of qualified resident personnel – acceptable to the Consulting Contract Administrator – to each specific location when the referenced work is being undertaken by the construction contractor:
 - (i) full-time inspection and/or testing of water mains and sewers;

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

F7. PROFESSIONAL ENGINEERING SERVICES – POST CONSTRUCTION SERVICES

- F7.1 Engineering Services in the post-construction phase of a Project are associated with the completion and close-out of the Project and generally considered part of Contract Administration (Type 4) Services.
- F7.2 The Consulting Engineer is required to provide post-construction services including but not limited to:
 - (a) Preparation of a Certificate of Substantial Performance in the standard City of Winnipeg format;
 - (b) Preparation of a Certificate of Total Performance in the standard City of Winnipeg format;
 - (c) Provision of inspection services during the warranty period of the construction contract;

- (d) Provision of inspection services (as per 7.5a) for maintenance (paid) items within the warranty period of the construction contract;
- (e) Coordination of a detailed inspection of the Project with the construction contractor and the Consulting Contract Administrator prior to the end of the period of construction contract warranty specified in the construction contract for the Project;
- (f) Prompt resolution of:
 - (i) deficiencies in design;
 - (ii) outstanding construction contract warranty issues.
- (g) Submission of a final construction report within three (3) months of the Substantial Performance date of the construction contract, including final or projected final construction contract costs;
- (h) Provision of record drawings, within three (3) months of Substantial Performance date;
- (i) Preparation of a Certificate of Acceptance in the standard City of Winnipeg format.

F8. PROFESSIONAL ENGINEERING SERVICES – ADDITIONAL SERVICES

F8.1 Additional Services have been referred to by the City of Winnipeg as “Type 5 Services”

F8.2 Additional services are Consulting Engineering services that fall outside those described above and may or may not be associated with a construction project, but are not in place of or in substitution for those services elsewhere specified in the Definition of Professional Consultant Services – Engineering, with respect to other types or categories of Services.

F8.3 Engineering Services called Additional Services include but are not limited to:

- (a) Revision of completed, or substantially completed, drawings and/or specifications that were in conformance with the original intent of the City or had been accepted by the Consulting Contract Administrator;
- (b) Preparation of operating manuals and/or training of operating personnel;
- (c) Start-up and/or operation of operating plants;
- (d) Procurement of materials and equipment for the City;
- (e) Preparation for and appearance in litigation on behalf of the City;
- (f) Preparation of environmental studies and reports and presentation thereof in public hearings;

Preparation and submission to the Consulting Contract Administrator, final quantities and dimensional measurements which the City requires for assessment of Local Improvement Levies within one (1) month of Project completion.

APPENDIX A – OMAND PARK ACTIVE TRANSPORTATION IMPROVEMENTS STUDY AREA

