



**THE CITY OF WINNIPEG**

# **REQUEST FOR QUALIFICATION**

**RFQ NO. 677-2025**

**PROFESSIONAL ENGINEERING SERVICES FOR DOWNTOWN STREET  
RENEWALS (MARKET LANDS)**

## TABLE OF CONTENTS

### PART A –QUALIFICATION SUBMISSION

#### Form A: Qualification Submission

### PART B - REQUEST FOR QUALIFICATION INFORMATION

B1. Definitions	1
B2. Executive Summary	2
B3. Background	2
B4. Winnipeg	2
B5. Purpose of the Request for Qualifications Document	2
B6. Scope of Services	3
B7. General Conditions	3
B8. Project Schedule	3
B9. Procurement Process	4
B10. Disclosure	4
B11. Conflict of Interest and Good Faith	5
B12. Enquiries	6
B13. Contract Administrator	6
B14. Addenda	6
B15. Confidentiality And Privacy	7
B16. Non-Disclosure	7
B17. No Collusion	8
B18. No Lobbying	8
B19. Eligibility	8
B20. Opening of Qualification Submissions and Release of Information	8
<b>Submission Instructions</b>	
B21. Submission Deadline	9
B22. Qualification Submission	9
B23. Form A: Qualification Submission (Section A)	9
B24. Form Q: Qualifications (Section B)	10
B25. Project Planning and Delivery (Section C)	11
B26. Project Understanding and Technical Approach (Section D)	12
B27. Unfair Labour Practices	12
B28. Substitutions	13
B29. Non-Conforming Submissions	13
B30. Proponent's Costs and Expenses	13
<b>Evaluation</b>	
B31. Evaluation Criteria	14
B32. No Contract	14

### PART C - SCOPE OF WORK

C1. Definitions of Pavement Renewal Treatments	1
C2. Planned Renewal Treatments	1
C3. Additional Considerations	2

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

D1. Definitions	1
D2. General Requirements of Professional Engineers	1
D3. Professional Engineering Services – Advisory Services	2
D4. Professional Engineering Services – Preliminary Design	2
D5. Professional Engineering Services – Detailed Design	3
D6. Professional Engineering Services – Contract Administration	3
D7. Professional Engineering Services – Post Construction Services	5
D8. Professional Engineering Services – Additional Services	6

## PART B - REQUEST FOR QUALIFICATION INFORMATION

### B1. DEFINITIONS

B1.1 When used in this Request for Qualification:

- (a) **"Alley"** or **"Back Lane"** means an open (traversable) right-of-way that has been designed, constructed and intended to provide access to, and service the rear of places of residence or business;
- (b) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (c) **"Calendar Day"** means the period from one midnight to the following midnight;
- (d) **"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;
- (e) **"City Council"** means the Council of the City of Winnipeg;
- (f) **"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;
- (g) **"Contract Administrator"** means the person authorized to represent the City in respect of the Request for Qualifications unless otherwise specified hereinafter;
- (h) **"Contractor"** means the person undertaking the performance of the work under the terms of the Contract;
- (i) **"may"** indicates an allowable action or feature which will not be evaluated;
- (j) **"must" or "shall"** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (k) **"Person"** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (l) **"Project Budget"** means the total available funding required for a Project or Project Location, including construction (Contract) costs (based on the Estimate Scope), utility costs, Consulting Fee, and any associated costs identified in the additional comments of a project;
- (m) **"Project Location"** means the individual Right-of-Way location (typically Street, Alley, Sidewalk, Intersection, or Path) identified that may stand alone as a Project or be combined with others to make up a Project;
- (n) **"Proponent"** means any Person or consortium submitting a Qualification Submission in response to this Request for Qualifications;
- (o) **"Qualified Proponent"** means a Proponent whose Qualification Submission has met the requirements of this Request for Qualifications;
- (p) **"Regional Street"** means those streets listed in Schedule E of the most recent City of Winnipeg Streets By-law No. 1481/77;
- (q) **"Request for Proposal (RFP)"**, in this RFQ, RFP means the request for costing and project planning information on specific project(s), based on the evaluation of the qualifications provided in response to this RFQ;
- (r) **"Scope of Services"** refers to the professional services for which a Proponent wishes to be determined to be Qualified;
- (s) **"Scope of Work"** refers to the specific work plan for which RFPs may be provided to Qualified Proponents;
- (t) **"should"** indicates a desirable action or feature which will be evaluated on a relative scale;

- (u) "**Site**" means the lands and other places on, under, in or through which the work is to be performed;
- (v) "**Submission or Qualification Submission**" means that portion of the Request for Qualification which must be completed or provided and submitted by the Submission Deadline;
- (w) "**Submission Deadline**" means the time and date for final receipt of Submissions;
- (x) "**Substantial Performance**" shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (y) "**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 Engineering Services for Downtown Street Renewals (Market Lands) (the Project).

## **B3. BACKGROUND**

B3.1 The Regional and Local Street Renewal Program is the annual Capital street renewal program of the City of Winnipeg's Capital Budget, as adopted by City Council.

B3.2 Project Locations and Budget are recommended by the Public Service and adopted by City Council. The anticipated project work is described in PART C - Scope of Work

## **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](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 Downtown Street Renewals (Market Lands) project 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 shortlist one (1) of the qualified Proponents. Only this Proponent on the shortlist 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) Design and delivery of Work related to Downtown Street Renewals (Market Lands) as described in PART C - Scope of Work
- (b) Services as described in PART D - 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 B9:

- (a) Design and delivery for Downtown Street Renewals (Market Lands) and associated works;
- (b) The Work to be done under the subsequent Contract shall consist of the provision of professional engineering consulting services as described in PART C - Scope of Work.

B6.3 Submissions to this RFQ should include Proponent information in response to the scope of work for Downtown Street Renewals (Market Lands) project, including planning, design, contract administration, and post construction services.

## **B7. GENERAL CONDITIONS**

B7.1.1 The *General Conditions for the Consultant Services* (Revision 2022 09 02) are applicable to the Work of the Contract.

B7.1.2 The General Conditions for the Supply and Delivery of Goods are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at [https://www.winnipeg.ca/matmgt/gen\\_cond.stm](https://www.winnipeg.ca/matmgt/gen_cond.stm)

## **B8. PROJECT SCHEDULE**

B8.1 The City intends to complete the evaluation of the Qualification Submissions by October 2025 and proceed with the issuance of a Request for Proposal (RFP) at that time.

B8.2 Details on the RFP schedule will be provided to the Proponents at the completion of the RFQ stage. The City intends to complete the RFP stage by November 2025.

B8.3 Estimated Preliminary Schedule

Phase	Approximate Date(s)
1. RFQ Process	September 2025
2. Evaluation/Shortlist of Proponents	October 2025
3. RFP Process	October 2025
4. Evaluation/Selection of Proponent	October 2025
5. Award of Consulting Contract	November 2025
6. Design Phase	Varies
7. Construction (Contract Administration) Phase	2026 through 2027

## B9. PROCUREMENT PROCESS

### Stage One: Qualification

B9.1 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.

B9.1.1 Further to B9.1, the requirements for submission for Qualification are outlined in Submission Instructions starting at B21.

B9.1.2 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

B9.2 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 B9.2.4.

B9.2.1 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.

B9.2.2 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.

B9.2.3 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.

B9.2.4 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 are 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.

## B10. DISCLOSURE

B10.1 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.

B10.2 The Persons are:

- (a) N/A

**B11. CONFLICT OF INTEREST AND GOOD FAITH**

B11.1 Proponents, by responding to this RFQ, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 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.

B11.3 In connection with their Bid, each entity identified in B11.2 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 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.

B11.4 Without limiting B11.3, 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.

B11.5 Without limiting B11.3, 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 B11.4 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.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

## **B12. ENQUIRIES**

- B12.1 All enquiries shall be directed to the Contract Administrator identified in B13.
- B12.2 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 Contract Administrator.
- B12.3 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 Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B12.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the RFQ will be provided by the Contract Administrator to all Proponents by issuing an addendum.
- B12.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the RFQ will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B12.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B12 unless that response or interpretation is provided by the Contract Administrator in writing.
- B12.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: [merx@merx.com](mailto:merx@merx.com)

## **B13. CONTRACT ADMINISTRATOR**

- B13.1 The Contract Administrator is:  
Jason Doerksen, C.E.T.  
Streets Project Manager  
Telephone No. 204-986-3614  
Email Address: [jdoerksen@winnipeg.ca](mailto:jdoerksen@winnipeg.ca)

## **B14. ADDENDA**

- B14.1 The 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.

- B14.2 The 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.
- B14.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B14.4 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.
- B14.5 The Proponent should acknowledge receipt of each addendum on Form A: Qualification Submission.
- B14.6 Notwithstanding B12, enquiries related to an Addendum may be directed to the Contract Administrator indicated in B13.

## **B15. CONFIDENTIALITY AND PRIVACY**

- B15.1 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 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.
- B15.2 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.
- B15.3 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).
- B15.4 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.
- B15.5 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.
- B15.6 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.

## **B16. NON-DISCLOSURE**

- B16.1 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.

B16.2 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 Contract Administrator with respect to this RFQ, may lead to disqualification.

**B17. NO COLLUSION**

B17.1 Upon responding to this RFQ, each Proponent shall declare that they have not participated in any collusive scheme or combine.

B17.2 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.

**B18. NO LOBBYING**

B18.1 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.

**B19. ELIGIBILITY**

B19.1 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.

**B20. OPENING OF QUALIFICATION SUBMISSIONS AND RELEASE OF INFORMATION**

B20.1 Qualification Submissions will not be opened publicly.

B20.2 After evaluation, the names of the shortlisted Proponents and their address(es) will be available on the MERX website at [www.merx.com](http://www.merx.com).

B20.3 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).

B20.3.1 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.

B20.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

## **SUBMISSION INSTRUCTIONS**

### **B21. SUBMISSION DEADLINE**

B21.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 19, 2025.

B21.2 The 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 B21.1.

### **B22. QUALIFICATION SUBMISSION**

B22.1 The Qualification Submission should consist of the following components:

- (a) Form A: Qualification Submission (Section A);
- (b) Form Q: Qualifications (Section B);
  - (i) Experience of Proponent and Subconsultants
  - (ii) Experience of Key Personnel Available to the Project
- (c) Project Planning and Delivery (Section C); and
- (d) Project Understanding and Technical Approach (Section D).

B22.1.1 Proponents are reminded that any information regarding fees, rates, work plan and/or schedule is not required in the Qualification Submission.

B22.2 The Qualification Submission should be in a PDF format with a font not less than 11pt Arial on 8.5"x11" pages, single spaced (minimum), with margins not less than 0.75", and:

- (a) Should be no more than twelve (12) pages in length, page count excluding required forms, title page, and cover letter.

B22.3 The Qualification shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).

B22.3.1 Qualifications will **only** be accepted electronically through MERX.

B22.4 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.

B22.5 Proponents are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B31.1(a).

B22.6 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.

B22.7 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.

B22.8 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.

### **B23. FORM A: QUALIFICATION SUBMISSION (SECTION A)**

B23.1 Further to B22.1(a), the Proponent shall complete Form A: Qualification Submission, making all required entries.

B23.2 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.

B23.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B23.2.

B23.3 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.

B23.4 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.

B23.5 The name and official capacity of all individuals signing Form A: Qualification Submission should be printed below such signatures.

B23.6 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.

## **B24. FORM Q: QUALIFICATIONS (SECTION B)**

### **Experience of Proponent and Subconsultants**

B24.1 The Proponent should complete Form Q: Experience of Proponent and-Subconsultants, to provide the information requested in this section.

B24.2 Submissions should include:

- (a) general firm profile information, including years in business, average volume of work, number of employees, typical services performed and available, including local office information, and other pertinent information for the Proponent and all Subconsultants;
- (b) details demonstrating the history and experience of the Proponent and Subconsultants in providing design, management of construction and contract administration services on minimum three (3) maximum eight (8) local projects of similar complexity, scope and value.

B24.3 For each project listed, the Proponent should submit:

- (a) description of the project including any reference information such as tender number, the project's original contracted costs and final costs (with brief explanation as required), anticipated and delivered design schedule (shown separately), anticipated and delivered construction schedule (shown separately);
- (b) role of the consultant (i.e. what services were carried out for the project); and
- (c) project owner.

B24.3.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

#### **Experience of Key Personnel Available to the Project**

B24.4 The Proponent should complete Form Q: Experience of Key Personnel Available to Projects, to provide the information requested in this section.

B24.5 Submissions should include names of all eligible key personnel available for the project. "Key personnel" may include any subject matter experts that may be required for any portion of the project.

B24.5.1 Should a Proponent proceed to Stage Two, the specific project team would be selected from persons listed, and would form part of the Proponent's proposal.

B24.6 For each person listed, the submission should include:

- (a) a list of the job functions available to each individual based on their experience and qualifications;
- (b) their experience and qualifications, including:
  - (i) current job title;
  - (ii) professional affiliations;
  - (iii) educational background and degrees;
  - (iv) years experience:
    - (i) in current position
    - (ii) with roadway design
    - (iii) administering City projects
    - (iv) with contract administration
- (c) minimum three (3) maximum nine (9) projects, comparable in scope, size and complexity, in which the individual did comparable work and/or played a comparable role, including the following information:
  - (i) project description;
  - (ii) any additional information regarding their project contribution that may be relevant;
  - (iii) project role; and
  - (iv) project owner.

B24.6.1 Upon request of the Contract Administrator, the Proponent must be able to provide, for each person identified, two current references, including telephone numbers, for each reference project listed.

### **B25. PROJECT PLANNING AND DELIVERY (SECTION C)**

B25.1 The Submission should describe your team, and your general approach to overall team formation and coordination of team members for the project. Include the methodology describing the team's project management approach and 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 project.

B25.2 The Submission should outline and describe all of the key roles or job functions through all phases of delivery of the project.

- (a) describe each job function/role for an individual or group of individuals, including:
  - (i) project role;
  - (ii) description complete with responsibilities and tasks; and
  - (iii) typical percentage dedication to the project.

B25.2.1 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.

B25.3 The Submission should include a suggested organizational chart for the project which identifies the key personnel/project roles.

B25.4 The Submission should describe the Proponent's:

- (a) collaborative process/method to be used in all phases of the project;
- (b) communication strategies;
- (c) the project deliverable(s);
- (d) assumptions made with respect to the scope of services;
- (e) any other information that conveys your team's understanding of project requirements.

## **B26. PROJECT UNDERSTANDING AND TECHNICAL APPROACH (SECTION D)**

B26.1 The Proponent should submit information in sufficient detail for the City to evaluate the Proponent's project understanding and technical approach.

B26.2 The Proponent should **not** include a step-by-step methodology for specific tasks, nor a detailed task listing and associated effort. **Proponents are reminded that information regarding fees, rates, work plan or schedule is NOT required at this stage.**

B26.3 A discussion of the project is provided in PART C - Scope of Work.

B26.4 Proponents should use this section to describe:

- (a) their understanding of the project's broad functional and technical requirements;
- (b) the urban design issues related to downtown street renewals that may arise during the project;
- (c) identification of key issues, technical constraints, risks and opportunities, and the application of creative thinking and innovation;
- (d) their technical approach and rationale; and
- (e) any other information that conveys your team's understanding of the complexities of the project.

## **B27. UNFAIR LABOUR PRACTICES**

B27.1 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.

B27.2 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.

B27.3 Upon request from the 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.).

B27.4 Failure to provide the evidence required under B27.3, may be determined to be an event of default in accordance with the General Conditions specified in B7.

B27.5 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 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.

B27.5.1 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.

B27.5.2 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 B27.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.

B27.5.3 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.

## **B28. SUBSTITUTIONS**

B28.1 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 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.

## **B29. NON-CONFORMING SUBMISSIONS**

B29.1 Notwithstanding B22.1, if a Proponent's Submission is not strictly in accordance with any provision of this RFQ, the City may, at their option:

- waive the non-conformance if, in the City's opinion, the non-conformance is immaterial; or
- reject the Submission as non-responsive if, in the City's opinion, the non-conformance is material.

B29.1.1 If the non-conformance is an immaterial omission, the City may, at their discretion, give the Proponent up to five (5) Business Days to supply the omitted material.

B29.2 If the requested information is not submitted by the time specified in B29.1.1, the Submission will be determined to be non-responsive.

## **B30. PROPONENT'S COSTS AND EXPENSES**

B30.1 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

### B31. EVALUATION CRITERIA

B31.1 Proponents will have their Submissions evaluated in accordance with the criteria and weight factors indicated below:

EVALUATION CATEGORY	WEIGHTING (%)
(a) Conformance to Mandatory Requirements or acceptable deviation therefrom.	<b>Pass/Fail</b>
(b) Form Q: Qualifications (i) Experience of Proponent and Subconsultants (ii) Experience of Key Personnel Available to the Project	50
(c) Project Planning and Delivery	30
(d) Project Understanding and Technical Approach	20
<b>Total SCORE</b>	<b>100</b>

B31.2 Further to B31.1(a) and B29, 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.

B31.3 Further to B31.1(b), Form Q: Qualifications shall be evaluated considering the information submitted in reference to the Proponent's organization and plan, project experience and references submitted, in accordance with B24.

B31.4 Further to B31.1(c), Project Planning and Delivery shall be evaluated considering the information submitted in reference to the Proponent's organization and plan, project experience and references submitted, in accordance with B25.

B31.5 Further to B31.1(d), Project Understanding and Technical Approach shall be evaluated considering the information submitted in reference to the Proponent's organization and plan, project experience and references submitted, in accordance with B26.

B31.6 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.

B31.7 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.

B31.8 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.

B31.9 Further to B31.3 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.

### B32. NO CONTRACT

B32.1 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.

- B32.2 Although it is the intention of the City to establish a shortlist of Proponents 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 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.
- B32.3 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.
- B32.4 If the City proceeds to request a more detailed proposal, only to 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.
- B32.5 The City reserves the right to disqualify any Proponent whose Submission, in the opinion of the City, contains false or misleading information.
- B32.6 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 Contract Administrator.

## PART C - SCOPE OF WORK

### C1. DEFINITIONS OF PAVEMENT RENEWAL TREATMENTS

C1.1 Definitions are available at: [Street Renewal Definitions](#)

- (a) **"Asphalt Reconstruction"** is the removal of pavement and approaches, excavation, construction or renewal of drainage infrastructure, construction of granular subbase and base course, adjustment of appurtenances in the pavement and boulevards, construction of asphalt pavement with curb and gutter, construction of asphalt or concrete approaches, and sidewalk renewal (*Categorized under "Reconstruction"*);
- (b) **"Concrete Reconstruction"** is removal of pavement and approaches, excavation, construction or renewal of drainage infrastructure, construction of granular subbase and base course, adjustment of appurtenances in the pavement and boulevards, construction of concrete pavement, construction of concrete approaches, and sidewalk renewal (*Categorized under "Reconstruction"*);
- (c) **"Mill and Fill"** is planning of existing asphalt overlay, minimized localized joint and slab repairs, minimized sidewalk repairs, minimized curb renewal, placement of asphalt overlay (*Categorized under "Pavement Preservation"*);
- (d) **"Rehabilitation"** means pavement, curb and sidewalk repairs, replacement or adjustment of drainage infrastructure, adjustment of appurtenances in the pavement and boulevards, and an asphalt overlay (*Categorized under "Rehabilitation"*);
- (e) **"TBO"** or Thin Bituminous Overlay, includes minimal (less than 5%) localized concrete repairs, minimal sidewalk repairs (tripping hazards), curb renewal only for drainage improvement, placement of asphalt overlay (*Categorized under "Pavement Preservation"*);

### C2. PLANNED RENEWAL TREATMENTS

C2.1 Alexander Avenue – Princess Street to Main Street

- (a) Treatment: Asphalt Reconstruction
- (b) Notes: Areaways both sides, aqueduct on Pacific Avenue

C2.2 King Street – William Avenue to Higgins Avenue

- (a) Treatment: Concrete Reconstruction
- (b) Notes: Paid parking, areaways both sides, intersection modifications expected at King Street and Higgins Avenue to address non-standard permissive dual right turn movement, King Street lane continuity between James Avenue and Rupert Avenue expected to be addressed

C2.3 James Avenue – King Street to Main Street

- (a) Treatment: Concrete Reconstruction
- (b) Notes: Paid parking, areaways both sides, coordination required with City of Winnipeg Bridges Branch for overhead sign structure

C2.4 Princess Street – William Avenue to Higgins Avenue

- (a) Treatment: Concrete Reconstruction
- (b) Notes: Paid parking, areaways both sides, new pedestrian crossing control expected at James Avenue or Elgin Avenue

C2.5 William Avenue – King Street to Adelaide Street

- (a) Treatment: Minor Rehabilitation

### **C3. ADDITIONAL CONSIDERATIONS**

#### **C3.1 Active Transportation Network Planning**

- (a) The project area requires network planning to determine cycling network design. Consultant to coordinate with CenterPlan2050 to incorporate recommendations.
- (b) The project team should include an Active Transportation Lead with extensive experience in the successful design and completion of major bike facility design projects.
- (c) An independent preliminary design audit is to be completed as per the TAC "Canadian Road Safety Audit Guide". The audit is to be completed by a qualified sub-consultant on the proposed design. Deliverables are to include a minimum of two meetings with the audit team and a final report outlining findings and recommendations.
- (d) Consultant to undertake targeted Stakeholder Consultation and "Inform" Engagement.

#### **C3.2 Areaways**

- (a) Consultant shall provide recommendations for locating, abandoning, maintaining or protecting existing areaways within the construction limits. The Consultant shall be responsible for all communication related to areaways.
- (b) The project team should include a Structural Engineer with relevant experience.

#### **C3.3 Coordination with Stakeholders**

**C3.3.1** In alignment with the City's Engage Winnipeg policy, public engagement is not required for this project. Support the City in maintaining collaborate relationships with stakeholders and perform Targeted Stakeholder Consultation.

**C3.3.2** Consultant will coordinate their activities with:

- (a) City of Winnipeg Departments and Branches (including but not limited to) Public Works Engineering, Parks and Open Spaces, Traffic Signals for major intersection work, Traffic Services, Traffic Management, Street Lighting, Underground Structures, Streets Maintenance, Transportation Planning Division, Transit Department, Planning Property & Development Department, Real Estate, Urban Design, Insurance, Legal Services, and Purchasing:
  - (i) Forestry Branch and the Project Manager for review of tree protection, removals and plantings (with use of Silva Cells) for all locations;
  - (ii) Transportation Planning Division regarding functional designs that may be available for all locations (e.g. curb extensions, lane narrowing, etc.);
  - (iii) Urban Design Division and Downtown BIZ regarding streetscaping;
  - (iv) Water and Waste Department and/or their representative(s), for the renewal or abandonment of the water mains, for the televising and renewal or abandonment of the sewer mains, water and sewer repairs, ongoing water main or sewer main projects, as well as insulating water services on reconstructions;
  - (v) Winnipeg Parking Authority for all locations; and
  - (vi) Winnipeg Transit regarding the impact of the Project on their operations and bus stops;
- (b) Utilities, agencies, and developers having infrastructure in the Project area, or that may be impacted by the Project

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

### D1. DEFINITIONS

D1.1 When used in this section:

- (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.

D1.2 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.

### D2. GENERAL REQUIREMENTS OF PROFESSIONAL ENGINEERS

D2.1 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.

D2.2 All drawings, reports, recommendations and other documents originating therefrom involving the practice of Professional Engineering shall bear the Seal of a Professional Engineer.

D2.3 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.

D2.4 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 Consultant of his contractual and/or other legal obligations in respect thereof, unless specifically indicated, in writing, by the Consulting Contract Administrator.

### **D3. PROFESSIONAL ENGINEERING SERVICES – ADVISORY SERVICES**

D3.1 Advisory services are normally not associated with or followed by preliminary design and/or design services.

D3.2 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.

### **D4. PROFESSIONAL ENGINEERING SERVICES – PRELIMINARY DESIGN**

D4.1 Engineering services for preliminary design normally precede the detailed design of a Project.

D4.2 Preliminary design services include, but are not limited to:

- (a) Preliminary engineering studies;
- (b) Engineering investigations;
- (c) Surface and subsurface site explorations, measurements, investigations, and surveys;
- (d) Operational studies including drainage studies, traffic studies, and noise attenuation;
- (e) Functional planning;
- (f) Formal and/or informal consultations with stakeholders and/or the general public;
- (g) 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, fiberoptic, 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.

#### **D5. PROFESSIONAL ENGINEERING SERVICES – DETAILED DESIGN**

D5.1 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.

D5.2 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 Consultant, 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.

#### **D6. PROFESSIONAL ENGINEERING SERVICES – CONTRACT ADMINISTRATION**

D6.1 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.

D6.2 Engineering services for Contract Administration can be generally divided into NON-RESIDENT and RESIDENT services.

D6.3 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 Consultant 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 Consultant 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 Consultant, 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.

**D6.4 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) 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 Consultant:
  - (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 Consultant 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 Consultant 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 Consultant and checking upon the construction Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant and the Consulting Contract Administrator prior to commencement of the period of Consultant 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.

## **D7. PROFESSIONAL ENGINEERING SERVICES – POST CONSTRUCTION SERVICES**

D7.1 The Consulting Engineer is required to provide post-construction services including but not limited to:

- (a) Preparation of a Certificate of Substantial Performance in the standard City of Winnipeg format;
- (b) Preparation of a Certificate of Total Performance in the standard City of Winnipeg format;
- (c) Provision of inspection services during the warranty period of the construction contract;
- (d) Provision of inspection services for maintenance (paid) items within the warranty period of the construction contract;
- (e) Coordination of a detailed inspection of the Project with the construction Consultant 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.

## **D8. PROFESSIONAL ENGINEERING SERVICES – ADDITIONAL SERVICES**

- D8.1 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.
- D8.2 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;
- D8.3 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.