



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 774-2025

**PROFESSIONAL CONSULTING SERVICES FOR RAPID TRANSIT - DOWNTOWN
CORRIDORS - PRELIMINARY DESIGN**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR RAPID TRANSIT - DOWNTOWN CORRIDORS - PRELIMINARY DESIGN

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 12, 2025.
- B2.2 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 B2.1.

B3. SITE INVESTIGATION

- B3.1 The Consulting Contract Administrator or an authorized representative will conduct a site investigation tour of Union Station at 123 Main Street on November 12, 2025 at 9:00 a.m.
- (a) Attendees are required to provide and wear steel toed footwear, high visibility clothing, and follow applicable safety guidelines while on the site;
 - (b) The City may host additional tour dates. Notice of these dates will be provided to proponents who have requested attendance to the Consulting Contract Administrator by 4:00 p.m. on November 7, 2025.
- B3.1.1 Proponents are requested to register for the site investigation by contacting the Consulting Contract Administrator identified in D2.
- B3.2 Although attendance at the Site Investigation is not mandatory, the City strongly suggests that Proponents attend.
- B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the site investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Consulting Contract Administrator in writing.
- B3.4 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Proposal or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.
- B3.5 A guided tour of the remainder of the project area will not be conducted. Proponents are permitted to investigate the full extent of the project area from the public right of way.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Consulting Contract Administrator identified in D2.
- B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator only to the Proponent who made the enquiry.

- B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the 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.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Consulting Contract Administrator.

B6. ADDENDA

- B6.1 The Consulting Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 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.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 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.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

B7. PROPOSAL SUBMISSION

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

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

B8. PROPOSAL (SECTION A)

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in 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.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in 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.

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

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

B9. FEES (SECTION B)

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

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

B9.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Class 3 Construction Cost Estimate.

B9.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

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

B9.5 Further to B9.1, Proponents shall submit a budget estimate for any traffic control, and expenses related to geotechnical drilling, laboratory materials testing, exploratory televising, hydro excavation, underground structure acquisitions and hosting stakeholder engagement events in their proposal which will be considered as Type 2 Disbursement and not included in the evaluated Fee. Also, an allowance of up to 5% may be made for subconsultant handling charges and shall be shown on Form P; Person hours as Type 2 Disbursement, which will not be included in the evaluated Fee. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.

B9.6 The Proposal shall include a Time and Expenses based cash allowance in the amount of \$250,000.00 for potentially required engineering services delivered by the Design Consultant that will be identified and determined throughout the course of the Project potentially including but not limited to drainage studies, utility assessments (E9), pavement condition assessments (E12), environmental assessments (E19), and property appraisal (D5.1(e)(iv)(i)).

B9.7 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming, design, management of the project and contract administration services on at least three projects of similar complexity, scope and value. Similar projects should include examples demonstrating experience with:

- (i) functional and preliminary design of bus rapid transit corridors including transitways, roadways, bridges, stations, park and ride facilities, passenger information systems, transit priority measures, traffic operations, traffic signals, active transportation facilities, sign structures, and land drainage;
- (ii) transit operations analysis and planning, travel demand modelling, transit demand and ridership forecasting, traffic operations analysis, traffic signals warrant analysis and traffic simulation modelling;
- (iii) urban design, architectural, landscape architecture, and placemaking services that would be drawn upon for the functional and preliminary design of the proposed stations and for streetscaping elements along Main Street and Portage Avenue;
- (iv) stakeholder engagement on large transportation corridor infrastructure projects, particularly in urban environments; and,
- (v) construction delivery and show planning experience through the construction phase of transportation projects of similar size and complexity, particularly demonstrating experience and history of the Proponent and subconsultants in managing Public Private Partnerships (P3).

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

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted cost and final cost;
- (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
- (e) project owner;
- (f) the proponent should be prepared to provide up to two references for each project upon request.

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

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

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

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

B11.1.1 Include an organizational chart for the Project that includes, at a minimum, all Key Personnel and all discipline leads.

B11.2 Identify the following Key Personnel assigned to the Project:

- (a) Project Manager;
- (b) Conceptual & Functional Design Lead;
- (c) Engagement Lead;
- (d) Preliminary Design Lead; and,
- (e) Stations Design Lead.

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

B11.4 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) The proponent should be prepared to provide up to two references for each team member upon request.

B11.5 Description of Key Personnel:

(a) Project Manager:

- (i) The Project Manager is the technical and administrative leader of the Project for the Design Consultant and is responsible for the planning and execution of technical activities throughout the Conceptual Design, Functional Design, Engagement, Preliminary Design, Stations Design, and Construction Delivery Planning.
- (ii) Responsibilities:
 - (i) Coordinate and oversee all Key Personnel and ensure adequate communication across the Design Consultant team;
 - (ii) Ensure all Key Personnel have sufficient information to undertake the task or activity that their teams are responsible for;
 - (iii) Ensure adequate personnel are assigned to the Project to achieve the requirements of the scope of work and technical specifications;
 - (iv) Oversee the regular and effective reporting required for the Project;
 - (v) Coordinate monthly updates to the Project Risk Register and Issues Log;
 - (vi) Liaise with the Consulting Contract Administrator on an on-going basis to address all concerns related to the Project; and,
 - (vii) Executing the project according to the City of Winnipeg Project Management Manual.
- (iii) Qualifications:
 - (i) Experience in management leadership for design of projects of similar scope and complexity, including rapid transit or large transportation corridors; and,
 - (ii) Be physically located in the province of Manitoba or be available for regular in-person project meetings, site visits, and engagement events.

(b) Conceptual & Functional Design Lead:

- (i) The Conceptual & Functional Design Lead is the technical leader for the Conceptual & Functional Design phases of the project according to the scope of work noted in D5.1(b) and D5.1(c).
- (ii) Responsibilities:
 - (i) Coordinate with the Project Manager and other Key Personnel;
 - (ii) Oversee technical leads through the Conceptual & Functional Design Phases;
 - (iii) Guide the Project Team, including the Technical Advisory Committee, through the development of conceptual design options, selection of functional design options, and recommendation of a single alignment option to carry to the Preliminary Design phase; and,
 - (iv) Overseeing the preparation of class 4 cost estimates.
- (iii) Qualifications:
 - (i) Experience in leading corridor alignment studies for transit projects, demonstrating direct experience in projects of similar size or complexity

involving analyses of options and sub-options at the conceptual and/or functional design stage.

(c) Engagement Lead:

- (i) The Engagement Lead is the technical leader for the Engagement phase of the project according to the scope of work noted in D5.1(d).
- (ii) Responsibilities:
 - (i) Coordinate with the Project Manager and other Key Personnel; and,
 - (ii) Lead, host, and facilitate public and stakeholder engagement tasks of the project working in close collaboration with the City of Winnipeg Office of Public Engagement.
- (iii) Qualifications:
 - (i) Experience leading public and stakeholder engagement for corridor alignment studies, demonstrating direct experience in projects of similar size or complexity at the conceptual and/or functional design stage considering the public, a variety of business owners, land owners, and other types of stakeholders; and,
 - (ii) Be physically located in the Province of Manitoba, or be available for regular in-person project meetings, site visits, and stakeholder engagement events.

(d) Preliminary Design Lead:

- (i) The Preliminary Design Lead is the technical leader for the Preliminary Design phase of the project according to the scope of work noted in D5.1(e).
- (ii) Responsibilities:
 - (i) Coordinate with the Project Manager and other Key Personnel;
 - (ii) Oversee technical leads through the Preliminary Design Phase;
 - (iii) Oversight of necessary engineering site investigations;
 - (iv) Development of the Preliminary Design Report; and,
 - (v) Overseeing the preparation of the Class 3 Cost Estimate.
- (iii) Qualifications:
 - (i) Experience in leading preliminary design work for transportation corridor projects, demonstrating direct experience in projects of similar size or complexity.

(e) Stations Design Lead:

- (i) The Stations Design Lead is the technical leader throughout the project for architectural, landscape architectural, and urban design elements related to transitway stations according to work noted in D5.1(f). It is also expected the Stations Design Lead and supporting team members will be actively involved in the development of policy recommendations related to aesthetics, placemaking, public art, landscaping, and crime prevention through environmental design principles.
- (ii) Responsibilities:
 - (i) Coordinate with the Project Manager and other Key Personnel;
 - (ii) Lead the development of architectural and landscape architectural plans during the functional and preliminary design phases related to transitway stations, including Union Station.
 - (iii) Lead the development of policy level recommendations including aesthetics plan, placemaking, landscaping, and crime prevention through environmental design.
- (iii) Qualifications:
 - (i) Experience in leading preliminary architectural and/or landscape architectural design work for transportation corridor projects and/or transit station design,

demonstrating direct experience in projects of similar size or complexity.

- B11.6 The responsibilities for each of the roles listed in B11.2 are based on minimum expectations for personnel within these roles.
- B11.7 Where the responsibilities for the roles listed in B11.2 would exceed the scheduling or capacity of the individual, the Design Consultant may assign additional staff members as back-up, although the intention is for each of these roles to be a singular role.
- B11.8 An individual may be identified for multiple roles provided the individual is capable of fulfilling the responsibilities of each role.
- B11.9 The Design Consultant may include additional personnel management or leadership roles to supplement the Project.
- B11.10 Unless otherwise approved by the Consulting Contract Administrator, the individuals assigned to the roles in B11.2 shall remain in that role. The intent of these roles is to maintain continuity throughout duration of the Project.
- B11.11 Where approved by the Consulting Contract Administrator in writing, the Design Consultant may substitute individuals in the roles listed in B11.2.
- B11.12 When any changes are made to the individuals, roles, or team organization, the Design Consultant shall submit an updated team structure organizational chart.

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B12.2 Methodology should be presented in accordance with the Scope of Services identified in D5.
- B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B12.4 Proposals should address:
 - (a) the team's understanding of the broad functional and technical requirements;
 - (b) the team's understanding of the urban design issues specific to Winnipeg's downtown area;
 - (c) the teams' understanding of IAP2 processes and principles and how they apply to the Project;
 - (d) the proposed Project budget;
 - (e) the team's specific understanding of the Project as it relates to the scope, complexity, novelty and the potential transformative effects of these rapid transit corridors through Winnipeg's downtown area;
 - (f) the team's understanding of potential risks and opportunities presented by the Project, and recommendations, processes, and strategies that would be used by the Design Consultant to mitigate these risks;
 - (g) innovative technologies, approaches, or processes that would be used by the Design Consultant to bring value to the Project;
 - (h) the Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;

(i) any other issue that conveys your team's understanding of the Project requirements.

B12.5 Further to B12.4(c), the City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training.

B12.6 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D5 Scope of Services.

B12.6.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B9.

B12.7 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.6.

B12.8 A sample of Form P: Person Hours can be found at
<https://winnipeg.ca/matmgt/templates/information.stm>

B12.9 For each person identified in B11.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D5.

B13. PROJECT SCHEDULE (SECTION F)

B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B14. DISCLOSURE

B14.1 Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B14.2 The Persons are:

(a) Stantec Consulting Inc.

B14.3 Additional Material:

(a) Summary of Observations – Mobility Network Analysis for Rapid Transit Expansion

B15. CONFLICT OF INTEREST AND GOOD FAITH

B15.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

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

- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:

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

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

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

B15.4 Without limiting B15.3, 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.

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

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

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

B16. QUALIFICATION

B16.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the

Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and

- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.

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

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

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

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (f) obtain Accessible Customer Service online training required by the Accessibility for Manitobans Act for all team members that will interact with the public prior to the first public engagement session of the Project. (see B16.4 and D7).

B16.4 Further to B16.3(f), the Proponent acknowledges that they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

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

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

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B17.1 Proposals will not be opened publicly.

B17.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B17.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by

other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

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

B18. IRREVOCABLE OFFER

- B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B19. WITHDRAWAL OF OFFERS

- B19.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B20. INTERVIEWS

- B20.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B21. NEGOTIATIONS

- B21.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B21.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B21.3 If, in the course of negotiations pursuant to B21.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B22. EVALUATION OF PROPOSALS

- B22.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
 - (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B16: (pass/fail)
 - (c) Fees; (Section B) 10%
 - (d) Experience of Proponent and Subconsultant; (Section C) 20%
 - (e) Experience of Key Personnel Assigned to the Project; (Section D) 30%
 - (f) Project Understanding and Methodology (Section E) 40%
 - (g) Project Schedule. (Section F) (pass/fail)

- B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.
- B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.5 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B22.5.1 For evaluation purposes only, where Fees include a cash allowance, the cash allowance shall be removed from the total Fees for the calculation of price points
- B22.6 Further to B22.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D5.3.
- B22.7 Further to B22.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B22.8 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B11.
- B22.9 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.
- B22.10 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B22.11 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B22.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B23. POTENTIAL FOR FUTURE CONTRACTS

- B23.1 The City of Winnipeg, in its sole discretion, after consideration of the Consultant's performance on RFP 744-2025, may negotiate and enter into contracts with the Consultant, without a public bid solicitation. The City will provide terms and conditions and other details if it initiates negotiations with the Consultant. No compensation will be provided to the Consultant for participating in this negotiation. The City of Winnipeg will be under no obligation to initiate negotiations or enter into subsequent contracts, and may choose to issue a public bid solicitation for the Work. The scope of potential future contracts is described further in E22.
- B23.2 In the case that the successful proponent of RFP 744-2025 is composed of consultants and subconsultants, the City of Winnipeg, in its sole discretion, may enter into such negotiations described in B23.1 with one, some, or all consultants of the Design Consulting team.

B24. AWARD OF CONTRACT

- B24.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B24.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B24.2.1 Without limiting the generality of B24.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with their own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B24.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B24.4 The City may, at their discretion, award the Contract in phases.
- B24.5 Further to B24.4 where future phases are identified in D5 Scope of Services, the City reserves the right to negotiate and award future phases to the successful Proponent.
- B24.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B24.6.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B24.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B24.8 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B24.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. CONSULTING CONTRACT ADMINISTRATOR

- D2.1 The Consulting Contract Administrator is:
Caleb Olfert, P.Eng.
Telephone No. (204) 430-8038
Email Address: colfert@winnipeg.ca
- D2.2 At the pre-commencement meeting, the Consulting Contract Administrator will identify additional personnel representing the Consulting Contract Administrator and their respective roles and responsibilities for the Services.

D3. PROJECT VISION

- D3.1 The design of these rapid transit corridors will aim to provide unimpeded travel for transit vehicles through downtown Winnipeg and leverage the strengths of the Primary Transit Network. These changes to the downtown will improve transit speed and reliability across the City and improve the experience of passengers taking transit to, from, and through downtown Winnipeg.

The corridor design should contribute to the continued revitalization of Winnipeg's downtown including job growth, housing, and places for people that are beautiful, exciting, safe, and accessible. Public buy-in and stakeholder engagement are keys to the project's success, as are a sense of creativity and boldness.

The project team will aim to prioritize recommendations that are ambitious and functional, while being conscious of evaluated risks and opportunities. The final deliverable will fully prepare Winnipeg Transit to apply for funding from other levels of government to progress to detailed design and construction.

D4. BACKGROUND

- D4.1 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.
- D4.2 Introduction:
- (a) The intent of this project is to recommend a preliminary design alignment through the Study Area for the purpose of developing a class 3 cost estimate. This preliminary design and cost estimate will be used to apply to other levels of government for future funding for detailed design and construction.
 - (b) While the rapid transit infrastructure being considered by this design study is limited to the downtown area, the intent for these infrastructure investments is to leverage the existing value of the Primary Transit Network across the City by improving speed and reliability for transit through the City's most congested corridors.
 - (c) The rapid transit infrastructure is intended to be for bus rapid transit. This includes station locations, station sizing, and corridor vertical and horizontal alignment. To accommodate a future conversion from bus rapid transit to light rail transit vehicles, any bridge, underpass, or retaining wall structures recommended as part of this preliminary design study are to be designed to accommodate such future conversion to rail.

- (d) The project is multi-disciplinary in nature, integrating land use and associated transportation network planning. City departments including Transit, Public Works, Planning, Property & Development, Water & Waste, and the Office of Public Engagement will be involved throughout the course of the project.
- (e) The funding for this project comes from three levels of government including the City of Winnipeg, the Province of Manitoba, and the Government of Canada and is being delivered through the Investing in Canada Infrastructure Program (ICIP).
- (f) This study presents Winnipeg Transit, and the City of Winnipeg an opportunity to reimagine the downtown corridors of the City. Throughout their proposals, proponents should aim to present bold and creative ideas for undertaking the design process including innovative approaches to engagement, placemaking opportunities, and integration with surrounding land uses in pursuit of designing a high-quality transit corridor that will improve the safety, accessibility, reliability, speed, and comfort for transit users. Specifically, this project will aim to re-vision Portage Avenue and Main Street within the Study Area as multi-modal corridors that prioritize movement for people and services that support the growth of downtown businesses.
- (g) A robust engagement program is a priority for Winnipeg Transit and the City of Winnipeg.

D4.3 Winnipeg Transit Master Plan:

- (a) In March 2021, the City published the Winnipeg Transit Master Plan (WTMP). The WTMP proposed a full network redesign of the City's transit network, transitioning from the old "hub and spoke" model to a "spine and feeder" model. The new network is composed of the Primary Transit Network and Feeder Network Routes (common abbreviated as the PTN).
- (b) The Primary Transit Network forms the essential structure of the transit network, providing high frequency services and uses the most direct routes available to link each major destination and corridor in their path.
- (c) The Feeder Network forms the layer of service that supports the Primary Network, connecting customers to the Primary Network and within their neighborhoods to local destinations.
- (d) On June 29, 2025, Winnipeg Transit implemented the new transit network, known as the Primary Transit Network and Feeder Routes, based on the recommendations and routing of the WTMP.

D4.4 Rapid Transit:

- (a) The WTMP defines Rapid Transit lines as the backbone of the Primary Transit Network which services key destinations throughout the City and enables seamless transfers from other Primary and Feeder Network services. Rapid Transit features high frequency service that is reliable during all times of the day. High frequency service between five minutes in the peak hours and ten minutes in the off-peak hours enables customers to access stations with confidence in short transfer times. Reliable service is achieved through protected rights-of-way and transit priority which enables on-time movement and prevents Rapid Transit service from bunching in congested areas.
- (b) The Primary Network consists of Rapid Transit, Frequent Express, Frequent, and Direct lines each with distinct service classifications. While the Southwest Transitway between Harkness Station and the University of Manitoba is currently the only Rapid Transit line, all Frequent Express routes were selected with the intent of being upgraded to Rapid Transit in the future.
- (c) Rapid Transit Infrastructure is categorized as Priority Infrastructure or Fully Separated Infrastructure and are described below:
 - (i) Priority Infrastructure means targeted changes that can be made to existing roadways that allow transit to bypass congestion and move more reliably across the city. These changes may include diamond lanes, short transit-only queue jump lanes at intersections, priority traffic signals, changes to on-street parking, new and upgraded active transportation connections, and changes to bus stop locations and configurations.

- (ii) Fully Separated Infrastructure provides new roadways that can only be used by transit and emergency services vehicles. All fully separated transitway bridges, overpasses, underpasses and retaining walls will be designed to be able to be converted for use of light rail vehicles in the future.

D4.5 Downtown Corridors:

- (a) The WTMP designates the downtown corridors as Program 1 (i.e. highest priority) in the Rapid Transit Investment Program.
- (b) The downtown corridors are defined by the limits in D6.1(e). Concepts from the WTMP and future options to be considered include but are not limited to the following key elements:
 - (i) A new major transit station on Portage Avenue East;
 - (ii) A new major transit station at Union Station;
 - (iii) New elevated fully separated transitway infrastructure through Union Station from William Stephenson Way to the Harkness Station (referred to as the “High Line” herein). The City of Winnipeg is in discussions with CN Rail and Via Rail to potentially make use of the existing railway right-of-way (Tracks 1 and 2 through Union Station) for a segment of a rapid transit corridor parallel to Main Street. This segment would include a transit station inside the Union Station train shed structure, designed to facilitate the movement of pedestrians and cyclists with 24/7/365 use, and connect to proposed developments in the area.
 - (iv) The High Line noted above includes the following new bridges:
 - ◆ A new transitway bridge over Main Street at Stradbrook Avenue;
 - ◆ A new transitway bridge over the Assiniboine River between Main Street and the existing CN Rail bridge; and,
 - ◆ A new transitway bridge over York Avenue east of Main Street;
 - (v) Potential modifications to the Main Street Underpass of the CN Rail line north of Higgins Avenue to accommodate necessary vehicle travel lanes and dedicated transit lanes.
- (c) For the purposes of this study, the City has defined the following Study Area Segments:

Segment	Description
1	On-Street Rapid Transit Infrastructure on Main Street from Marion Street to Portage Avenue.
2	New dedicated transitway High Line infrastructure between the existing Harkness Station and Portage Avenue. See D4.5(b)(b)(iii).
3	On-Street Rapid Transit Infrastructure on Main Street from Portage Avenue to Sutherland Avenue.
4	On-Street Rapid Transit Infrastructure on Portage Avenue from Maryland Avenue to Main Street.

- (d) In 2024, a Mobility Network Analysis for Rapid Transit Expansion was completed by Stantec Inc. This study produced an Observations Report identifying elements that should be considered for implementing bus rapid transit through the Downtown Corridors and included functional level alignment, station locations, and design drawings. This study can be made available to proponents upon request as per D7. The potential rapid transit alignments illustrated in this report are not to be interpreted to be the preferred alignment by the City of Winnipeg, but were developed iteratively with the City to demonstrate constraints, risks, and opportunities to be considered by the future Preliminary Design Consultant.

D4.6 City Project Team:

- (a) A Technical Advisory Committee (TAC) has been formed comprised of technical representatives from various City departments such as Public Works, Office of Public Engagement, Winnipeg Transit, Water and Waste, and Planning Property and Development. The TAC will be chaired by the Consulting Contract Administrator. TAC meetings will be held on a monthly basis during the project to provide technical input. The City will organize and host TAC meetings. The intent is for these meetings to be a mix of virtual and in-person depending on the stage of the project, and for the Design Consultant Project Manager to attend with support from design team members as required.

D5. SCOPE OF SERVICES

- D5.1 The Services required under this Contract shall generally be consistent with Type 1 and 2 services as outlined in Appendix A and shall include but not be limited to:

(a) PROJECT MANAGEMENT:

- (i) Project Management, Quality Control / Quality Assurance:
 - (i) Prepare and facilitate a project chartering session to produce a Project Charter and a Project Management Plan at project commencement. Update the Project Management Plan on an as-required basis, and at a minimum at key project milestones.
 - (ii) Prepare and maintain a deliverables submission schedule.
 - (iii) Prepare working papers for key elements and present results and recommendations to the City's Technical Advisory Committee and gather feedback.
 - (iv) Prepare and maintain a Project Risk Register and Issues Log throughout the Project, with updates provided as part of Monthly Status Reports.
- (ii) Project Meetings:
 - (i) Hold meetings with the Consulting Contract Administrator and members of the appointed City of Winnipeg Project Technical Advisory Committee at project start up, and at other key times including presentation of the findings of the investigations, presentation of potential options and to gain concurrence of recommendations for the alternatives to be developed, prior to and after the public engagement events, and during finalization of the preliminary design report.
 - (ii) A list of key meetings including bi-weekly meetings with the City PM with dates shall be included in the proposal.
 - (iii) The Design Consultant shall hold other meetings as required and on as needed basis. A responsibility assignment matrix should be included in the meeting minutes that clarify roles and responsibilities for action items.
- (iii) Monthly Status Reports
 - (i) The consultant shall submit a written Monthly Status Report every month to the Consulting Contract Administrator during the project. The status reports shall include:
 - ◆ Progress on tasks since previous report;
 - ◆ Planned accomplishments for the next period;
 - ◆ Project schedule update;
 - ◆ Project budget update; and
 - ◆ List concerns, potential problems, and risks, for the project.

(b) CONCEPTUAL DESIGN

The intent of the Conceptual Design phase is identify feasible Rapid Transit alignments and sub-options for the purpose of advancing two preferred options to the Functional Design Stage. This will include identifying constraints, developing conceptual alignments, developing sub-options, and conducting desktop level investigations (and when necessary

undertake field investigations for critical design components). The following items compose the scope of work for the Conceptual Design Stage:

- (i) Conduct a jurisdictional scan and identify at a minimum three peer North American (Canadian preferred) municipalities that have implemented bus rapid transit within their downtown core. The list of peer municipalities is to be finalized in consultation with the Consulting Contract Administrator. The scan shall include the following elements:
 - (i) Provide case studies for each system that summarize the type of transitway, illustrate the network, station locations, and transfer points, provide fleet routing volumes, and typical passenger volumes if applicable/available.
 - (ii) Conduct interviews with transit managers from each jurisdiction to identify challenges and lessons learned.
 - (iii) Deliver a presentation to the Consulting Contract Administrator and Technical Advisory Committee to communicate the findings and recommendations of the scan.
- (ii) Prepare a Basis of Design Memo summarizing requirements that will apply to and inform design work in the Study Area including the following elements:
 - (i) Transitway, roadway, and stations geometric design criteria, prepared in collaboration with the City Technical Advisory Committee. Note that the Transitway Geometric Design Criteria should include considerations for potential future conversion to light-rail-transit vehicles.
 - (ii) A review of the existing Primary Transit Network, identifying key transfer locations and connections for transit vehicles to access the street network.
 - (iii) A review of applicable regulatory requirements within the Study Area including but not limited to environmental, heritage buildings, railways, and parks.
 - (iv) A review of existing property agreements within the Study Area including but not limited to leases, easements, licenses with Manitoba Hydro and other utilities, railways, and property owners.
 - (v) A review of collision history within the Study Area to inform design options according to the specification of E8. The Design Consultant will be provided with the City's collision history database in excel file format.
- (iii) Generate and develop conceptual options for evaluation and selection to be carried forward to the Functional Design stage. The consultant shall be responsible for preparing the following:
 - (i) Conceptual Alignments with varying types of separated transitway types (i.e. curbside running, centre running, same-side running) along each of the downtown corridors.
 - (ii) Conceptual Alignment Sub-Options for one, some, or all Conceptual Alignments will be required to evaluate the impacts of station locations, non-Rapid Transit bus service routing and alignment, vehicular access, and intersection lane configurations.
- (iv) Further to D5.1(b)(iii):
 - (i) Meetings shall be held with the Consulting Contract Administrator and Technical Advisory Committee to discuss design issues and identify potential viable Conceptual Alignments;
 - (ii) The consultant, working closely with the Consulting Contract Administrator and Technical Advisory Committee shall develop any number of conceptual options, schematics, alternatives, sketches, and ideas concerning proposed improvements within the Study Area. The Consultant should include in their

proposal assumptions and a methodology for producing these Conceptual Alignments.

- (iii) It can be assumed that no traffic modelling is required for the development of Conceptual Alignments, while microsimulation modelling may be required to evaluate Conceptual Alignment Sub-Options. Necessary traffic analysis and microsimulation shall be conducted according to E5.
 - (iv) The Design Consultant shall refine and develop feasible alternatives within the study area to a conceptual design level for consideration by the Consulting Contract Administrator and Technical Advisory Committee and incorporate findings from early stakeholder engagement where possible.
 - (v) An evaluation matrix shall be developed in consultation with the Consulting Contract Administrator to rank and select preferred conceptual options.
- (v) Advance two Conceptual Alignments to the functional design level for each of the Study Area Segments (See D4.5(c)).

(c) FUNCTIONAL DESIGN:

The intent of the Functional Design phase is to recommend a rapid transit alignment for the downtown corridors that will be advanced to the Preliminary Design Stage. This will include producing high level cost estimates and performing options evaluation. The following items compose the scope of work for the Functional Design Stage:

- (i) For each corridor alignment alternative noted above, conduct the following functional level desktop investigations:
 - (i) Conduct functional traffic operations, analysis, and microsimulation as per E5;
 - (ii) Identify land acquisition requirements;
 - (iii) Identify impacts to private property access points and properties with potential for future development;
 - (iv) Identify impacts to existing rail lines;
 - (v) Identify potential impacts to existing buildings, bridges, underpasses, retaining walls, and areaways (See E15, E18);
 - (vi) Identify any components of the design that may pose challenges for future conversion to light rail vehicles in the future;
 - (vii) Identify potential impacts to utilities within the Project Area,
 - (viii) Conduct a desktop review of potential environmental impacts (Note that a Phase I Environmental Site Assessment will only be conducted on the single recommended preliminary design alignment according to E19).
 - (ix) Identify active transportation corridors/connections to provide meaningful access for pedestrians and cyclists between the Study Area and the existing/future planned active transportation network. Specific consideration should be given to:
 - ◆ Connections to proposed rapid transit stations; and,
 - ◆ extending the planned St. Mary Avenue and York Avenue protected bike lanes east of Garry Street towards The Forks.
 - (x) Create functional level geometric design drawings sufficient to ensure the options analyzed fit within identified constraints such as right-of-way limits, structures, and utilities. The functional designs are to identify geometric design inputs into the model such as lane, sidewalk, transit platform, and median dimensions.
 - (xi) Quantify the number of parking and loading spaces impacted as well as any access impacts to major parking lots/parkades.

- (ii) Conduct a Road Safety Evaluation of each Functional Design Alignment according to E8 for the purposes of evaluating options and selecting a preferred alignment to carry to the Preliminary Design Stage.
- (iii) Prepare a Class 4 Cost Estimate for each alignment alternative separated by Study Area Segment.
- (iv) Working closely with the Consulting Contract Administrator and Technical Advisory Committee, evaluate each Functional Design alignment and recommend a proposed alignment for each Study Area Segment to be carried forward to the Preliminary Design Stage.
- (v) Deliver an Alignment Options Evaluation Summary Presentation to the Project Manager and Technical Advisory Committee with the alignment recommendation.
- (vi) Prepare and submit a Functional Design Report.

(d) ENGAGEMENT PROGRAM:

The intent of the engagement program is to seek out and understand the values and interests of project stakeholders, and to communicate updates to the public throughout the course of the Project. The following items provide a broad overview of the scope of work for the Engagement Program. Stakeholder Engagement, Public Communications, and Public Engagement shall be carried out through various stages of the project as described below and according to the specifications provided in E21.

- (i) Conceptual Design:
 - (i) Stakeholder Engagement:
- (ii) Functional Design:
 - (i) Stakeholder Engagement
 - (ii) Public Communications
- (iii) Preliminary Design:
 - (i) Stakeholder Engagement
 - (ii) Public Communications
 - (iii) Public Engagement
- (iv) Ongoing Communications support to City staff throughout the project.

(e) PRELIMINARY DESIGN:

The intent of the Preliminary Design stage is to advance the recommended Functional Design Alignment by conducting all necessary investigations to prepare preliminary horizontal and vertical alignment drawings and Class 3 cost estimate. The following items compose the scope of work for the Preliminary Design:

- (i) Conduct all necessary site investigations according to the City of Winnipeg Standard Engineering Services for Preliminary Design Services (Appendix B) including:
 - (i) Preliminary topographic survey;
 - (ii) Preliminary traffic operations, analysis, and microsimulation (See E5);
 - (iii) Sewer condition assessment (See E9);
 - (iv) Utility Management Program (See E10);
 - (v) Utility locate investigation program as required (See E11);
 - (vi) Pavement condition assessment as required (See E12);
 - (vii) Geotechnical investigation program (See E13);
 - (viii) Pavement design (See E14);

- (ix) Existing bridges and structures condition assessment as required (See E15);
 - (x) Bridge structures analysis and design (See E16);
 - (xi) Overhead sign structures preliminary design as required (See E17);
 - (xii) Areaways and underground structure assessment and recommendations (See E18); and,
 - (xiii) Phase I Environmental Assessment as required by applicable legislation (See E19).
-
- (ii) Develop a set of preliminary design drawings for the recommended alignment into appropriate design package including but not limited to structural, roadworks, stations, active transportation, utilities, architectural, landscaping, mechanical, civil, land drainage, and lighting.
 - (iii) Prepare a title plot (ownership map) to for the purpose of identifying necessary land acquisitions including private property, governmental, and third-party owner property impacts (e.g. utility, rail, etc.) to inform the Class 3 Cost Estimate.
 - (iv) Prepare a Class 3 cost estimate (-20% to +30%), including reference class estimate information from similar projects in other jurisdictions where applicable.
 - (i) Further to D5.1(e)(iv), the proponent, should include as part of their project team an independent appraiser to evaluate expected costs associated with property acquisition (including damages and/or injurious affection) to support the Class 3 estimate. Fees associated with appraiser assessments of required properties will be negotiated with the Consulting Contract Administrator and paid for from the Cash Allowance.
 - (v) Prepare 3D renderings of the Study Area for the purposes of communicating the preliminary design to City staff, external stakeholders, and the public.
 - (vi) Deliver a presentation of the preliminary design to City Staff.
 - (vii) Prepare and submit a Preliminary Design Report.

(f) **STATIONS DESIGN:**

The intent of the Stations Design phase is to complete functional and preliminary designs specifically for rapid transit stations throughout the Study Area. At this time, stations within the Study Area are expected at locations illustrated in the WTMP System map. It is the expectation of the City that a consistent architectural design approach is taken for each of the stations, except for the Union Station, and Portage Avenue East locations.

- (i) Throughout the Functional and Preliminary Design Stages, the Design Consultant shall:
 - (i) Provide specific design considerations for development at Rapid Transit Stations as identified within Winnipeg Transit Master Plan;
 - (ii) Ensure the development of plans through the functional and preliminary design phases related to rapid transit stations comply with the City of Winnipeg's Urban Design Guidelines, as well as the Downtown Winnipeg Zoning by-law 100/2004;
 - (iii) Ensure the designs are consistent with policies in OurWinnipeg 2045, Complete Communities 2.0 and CentrePlan 2050.
- (ii) During the Functional Design Phase:
 - (i) Provide architectural and urban design input to the Basis of Design Memo Station Design Criteria noted in D5.1;
 - (ii) Develop at a minimum two station layout and architectural options for the selected Functional Design alignment recommended to be carried to the Preliminary Design Phase (e.g. curb side running, centre running, same side running) to be included in the Functional Design Report. The preferred functional station design recommended to be carried to the Preliminary Design

phase shall be selected with input from the Consulting Contract Administrator and Technical Advisory Committee.

- (iii) During the Preliminary Design Phase:
 - (i) Develop preliminary design drawings for the preferred station design at each station location to be included in the Preliminary Design Report;
 - (ii) Develop policy level recommendations in the form of a downtown corridors streetscape and landscaping plan to guide future detailed design phases of work that are outside the scope of this contract. This policy should include guidance on station aesthetics, streetlighting, rapid transit branding, integration of public art, passenger info and amenities, wayfinding, vegetation and tree planting, and incorporation of crime prevention through environmental design principles according to E6. These policy level recommendations shall be included within the Preliminary Design Report.
- (iv) Further to the scope of work described above, the following additional project area will be included for design at Union Station:
 - (i) Consideration for an at-street level mobility hub immediately east of Main Street, repurposing the parking lot between Union Station and Forks Market Road. The mobility hub should consider space for Winnipeg Transit Plus, taxis, private vehicle drop-offs, a car-share parking space, site accessibility and connections between on-street and dedicated transitway service.
 - (ii) An elevated station making use of Via Rail's existing Track 1 and Track 2 running ways located within the train shed on the east side of Union Station between Assiniboine Avenue and York Avenue.
 - (iii) The Design Consultant shall complete assessments of the existing Track 1 and Track 2 running ways as required to produce functional and preliminary level design drawings to repurpose the space for bus rapid transit service. The design should incorporate space for bus rapid transit station boarding and alighting platforms, passenger amenities, information systems and accessible connections to the at-street level station immediately east of Main Street which may require the addition of elevators or escalators.

(g) CONSTRUCTION DELIVERY PLANNING:

The intent of the Construction Delivery Planning Stage is to prepare Winnipeg Transit for the future delivery of detailed design and construction, which is outside the scope of this study. The following items compose the scope of work for Construction Delivery Planning:

- (i) Prepare a detailed design and construction risk analysis.
- (ii) Prepare a list of applicable necessary permits, licenses, and approvals.
- (iii) Recommend a project delivery method for detailed design and construction.
- (iv) Prepare a preliminary construction schedule.
- (v) Prepare a preliminary construction staging plan.
- (vi) Host a lessons learned meeting for the purposes of informing future detailed design and construction of the downtown corridors, as well as future bus rapid transit corridor preliminary design studies.
- (vii) Prepare and submit a Construction Delivery Planning Report.

D5.1.1

The Services required shall be in accordance with the City's Project Management Manual <https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>. Notwithstanding the foregoing, the Consultant is being engaged by the City for their professional expertise; the Consultant shall bring to the Consulting Contract Administrator's attention any aspect of the City's Project Management

Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D5.1.2 Withing the Project Phases in D5, the Consultant may be required – depending on location and technical scope of services – to conduct site investigation services, material testing services, geotechnical testing services, Underground Structures acquisitions, pipeline loading assessments, ground-penetrating radar inspections, and/or closed-circuit (CCTV) sewer inspection and assessment.

- (a) Notwithstanding C11, Fees for Subconsultants engaged to perform services in D5.1.2 shall be payable as invoiced by the Subconsultant.
- (b) Consultant Fees for supervision of Subconsultants required to perform any services in D5.1.2 shall be included in the Consultant's fees.

D5.2 The following shall apply to the Services:

- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
- (b) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- (c) Should this project include a public engagement aspect, it will be required to meet: Public Engagement Guidelines
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>
- (d) City of Winnipeg Project Management Manual
<https://legacy.winnipeg.ca/infrastructure/pdfs/manuals/Section1.pdf>
- (e) OurWinnipeg 2045 Development Plan
<http://clkapps.winnipeg.ca/DMIS/bylaw.asp?id=120-2020C>
- (f) Complete Communities Direction Strategy 2.0 Secondary Plan 2045 Development Plan
<http://clkapps.winnipeg.ca/DMIS/bylaw.asp?id=119-2020C>

D5.3 The funds available for this Contract are \$5,250,000 including Cash Allowances.

D6. DEFINITIONS

D6.1 When used in this Request for Proposal:

- (a) **"City"** means those individuals acting on behalf of Winnipeg Transit;
- (b) **"City Departments"** means departments at the City of Winnipeg, external to Winnipeg Transit, who are considered to be stakeholders to the Project (e.g. Public Works, Water and Waste, Property Planning and Development, Office of Public Engagement, etc.);
- (c) **"Consulting Contract Administrator"** applies to specific projects and means the City's project manager for the specific work contracted to the Consulting Engineer.
- (d) **"Design Consultant"** means the Consultant firm(s) and their sub-consultants contracted through this request for proposal, who will perform the professional services of the Project.
- (e) **"Downtown Corridors"** means the project area defined by the following limits: Portage Avenue from Sherbrook Street to Main Street, and Main Street from Tache Avenue to Sutherland Avenue;
- (f) **"Project"** shall refer to the Project described in the Scope of Services (D5).
- (g) **"Supply Chain Disruption"** means an inability by the Consultant/Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Consultant/Contractor making all reasonable commercial efforts to procure same. Consultant/Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;

(h) “**Study Area**” shall refer to the full limits of the Downtown Corridors.

D7. RELEVANT DOCUMENTS AND HISTORICAL DRAWINGS

D7.1 Relevant documents and Drawings are available by request to the Consulting Contract Administrator after completion of a Non-Disclosure Agreement. These documents and drawings will be released at the sole discretion of the City. A list of the available documents is included below:

(a) Summary of Observations – Mobility Network Analysis for Rapid Transit Expansion (Stantec, 2025);

D7.2 Non-Disclosure Agreement documents are included in Appendix C.

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D8.1 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.

D8.1.1 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.

D8.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D9. SUPPLIER CODE OF CONDUCT

D9.1 The Consultant has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>

D9.2 The Consultant agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Consultant is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Consultant signature on Form A: Bid/Proposal from the Consultant signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.

D9.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D10. UNFAIR LABOUR PRACTICES

D10.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of->

human-rights International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

- D10.2 The City of Winnipeg is committed and requires its Consultants and their Subconsultants, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D10.3 Upon request from the Consulting Contract Administrator, the Consultant shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D10.4 Failure to provide the evidence required under D10.3, may be determined to be an event of default in accordance with C14.
- D10.5 In the event that the City, in its sole discretion, determines the Consultant to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Consultant shall pay to the City a sum specified by the Consulting Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D10.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Consultant's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D10.5.2 The Consultant shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D10.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Consultant.
- (a) The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Consultant of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D11. INFORMATION MANAGEMENT

- D11.1 The following provisions are in addition to any preceding obligations of confidentiality contained in this document. All requirements apply to the Consultant. Further, where the Services &/or Work is being provided by a third party (either by a Subconsultant or authorized third party reseller), the Consultant represents and warrants that it will ensure that the third party meets all of the relevant requirements of the Information Management clauses and will assume responsibility and liability for the third party's compliance or non-compliance.
- D11.2 The Consultant acknowledges that The Freedom of Information and Protection of Privacy Act ("FIPPA") and Personal Health Information Act ("PHIA") imposes obligations on the City to collect, store, use, disclose, and destroy "personal information", as that term is defined in FIPPA, ("Personal Information") in the strictest of confidence and in accordance with FIPPA and PHIA.
- D11.3 The Consultant:
- (a) Shall be deemed to be an Information Manager as that term is defined in FIPPA;
 - (b) Shall be responsible to ensure that all Personal Information is collected, stored, used, disclosed or destroyed only and strictly in accordance with the Contract; and

- (c) Shall, in respect of all Personal Information, implement and comply with the security requirements, controls, policies, and standards set out in the Contract and the Specifications.
- D11.4 While this Contract is in effect, and at all times thereafter, the Consultant shall treat as confidential any and all Confidential Information which it acquires or that is collected, stored, used, disclosed or destroyed, or to which it is given access, or which in any other way it comes into possession or knowledge of, during the course of the performance of the Contract. For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D11.5 The Consultant shall comply with section 44.1 of FIPPA, and more generally, any collection, storage, use, disclosure or destruction of Personal Information by the Consultant shall be in compliance with FIPPA and PHIA.
- D11.6 Further to C21 of the General Conditions, all Confidential Information is and shall remain the property of the City.
- D11.7 The Consultant shall not disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the Consulting Contract Administrator. The Consultant shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the Bid Opportunity, the Contract, the Work, the City, or the Confidential Information without the prior written consent of the Consulting Contract Administrator.
- D11.8 While this Contract is in effect and at all times thereafter the Consultant shall: (a) only collect, store, use, disclose or destroy the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract:
- (a) ensure that access to the Confidential Information is only provided or permitted a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
 - (b) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part, in any form or medium, to any third party, including Subconsultants or agents, without the prior written consent of the Consulting Contract Administrator;
 - (c) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the Consulting Contract Administrator; and
 - (d) inform its Subconsultants of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Subconsultants comply with those obligations, including (but not limited to) binding said Subconsultants to terms no less strict than those herein through written confidentiality agreements.
- D11.9 The Consultant shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:
- (a) the standards the Consultant has in place to protect its own confidential information; or
 - (b) the standards imposed on the Consultant by the Consulting Contract Administrator.
- D11.10 Upon becoming aware of any unauthorized use or handling of the Confidential Information (a “Confidentiality Breach”), the Consultant shall immediately notify the Consulting Contract Administrator in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the Consulting Contract Administrator of said steps in writing.
- D11.11 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Consultant shall provide the Consulting Contract Administrator with prompt notice thereof, deliver a copy of its proposed response to the Consulting Contract Administrator, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The

Consultant shall cooperate with the Consulting Contract Administrator in the defense of the demand, if so requested by the Consulting Contract Administrator.

- D11.12 The Consultant shall, and shall ensure its Subconsultants, comply with all directives issued by the Consulting Contract Administrator with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the Consulting Contract Administrator so that the Consulting Contract Administrator can verify that the Consultant has complied, and is complying, with its obligations hereunder.

SUBMISSIONS

D12. AUTHORITY TO CARRY ON BUSINESS

- D12.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Consulting Contract Administrator with evidence thereof upon request.

D13. SAFE WORK PLAN

- D13.1 The Consultant shall provide the Consulting Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.4(a) for the return of the executed Contract.
- D13.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D14. INSURANCE

- D14.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D14.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$5,000,000 for each occurrence or accident with a minimum \$5,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$5,000,000 inclusive for loss or

damage including personal injuries and death resulting from any one accident or occurrence.

- (c) Professional Errors and Omissions Liability Insurance including:
- (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

- D14.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twenty-four (24) months after Total Performance.
- D14.3 The policies required in D14.2(a) shall provide that the City, Manitoba and its Ministers, officers, employees and agents shall be added as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D14.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at their own expense and cost, comparable insurance to that set forth under D14.2(a) and D14.2(b).
- D14.5 The Consultant shall require each of their Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D14.2(a) and D14.2(c).
- D14.6 The Consultant shall provide the Consulting Contract Administrator with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.4(a) for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D14.9.
- D14.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D14.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D14.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D15. COMMENCEMENT

- D15.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D15.2 The Consultant shall not commence any Services until:
- (a) the Consulting Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D12;
 - (ii) the Safe Work Plan specified in D13; and
 - (iii) evidence of the insurance specified in D14.
 - (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
 - (c) The direct deposit application specified in D20.1
- D15.3 The City intends to award this Contract by February 15, 2026.

D16. CRITICAL STAGES

D16.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

- (a) The following critical stages shall apply to the Downtown Corridors:
 - (i) Functional Design Report Submission – June 30, 2027
 - (ii) Preliminary Design Report Submission – June 30, 2028

D17. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D17.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Services shall be performed by the Consultant with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.
- D17.2 If the Consultant is delayed in the performance of the Services by reason of the Supply Chain Disruption, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D17.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether a Supply Chain Disruption will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability of staff, ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D17.4 For any delay related to Supply Chain Disruption and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D17.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D17.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D17.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

D18. PUBLIC ENGAGEMENT

- D18.1 Public Engagement shall be conducted according to the scope noted in D5.1(d) and specifications provided in E21.

MEASUREMENT AND PAYMENT

D19. INVOICES

- D19.1 Further to C11, the Contractor:
- (a) shall submit invoices for Work performed in accordance with the instruction on the City's website at: <https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
 - (b) should copy the Contract Administrator on submission of its invoice.

D20. PAYMENT

- D20.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until

the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

DISPUTE RESOLUTION

D21. DISPUTE RESOLUTION

- D21.1 If the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Consultant shall act in accordance with the Consulting Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D21.
- D21.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"
- D21.3 The entire text of C17.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Website, to the Chief Administrative Officer, and to the Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D21.4 Further to C17, prior to the Consulting Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Consultant's equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Consultant's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Consultant's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Consultant representative levels:
 - (i) The Consulting Contract Administrator;
 - (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D21.4.1 Names and positions of Consultant representatives equivalent to the above City position levels shall be determined by the Consultant and communicated to the City at the pre-commencement or kick off meeting.
- D21.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D21.4.3 Both the City and the Consultant agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D21.4.4 If the Dispute is not resolved to the City and Consultant's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D21.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

THIRD PARTY AGREEMENTS

D22. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D22.1 Funding for the Services of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.

D22.2 For the purposes of D22:

- (a) **“Government of Canada”** includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) **“Government of Manitoba”** includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D22.3 Indemnification By Consultant

D22.3.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D22.3.2 The Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Contract or the Work.

D22.4 Records Retention and Audits

D22.4.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D22.4.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D22.4.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D22.5 Other Obligations

- D22.5.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D22.5.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D22.5.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.
- D22.5.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D22.5.5 The Consultant represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D22.5.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

PART E - SPECIFICATIONS

E1. APPLICABLE SPECIFICATIONS, DRAWINGS, AND GUIDELINES

E1.1 These specifications shall apply to the Work.

- (a) The City of Winnipeg Standard Construction Specifications in its entirety, whether or not specifically listed on Form B; Prices, shall apply to the Work:
 - (i) The City of Winnipeg Standard Construction Specifications is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division at: <https://legacy.winnipeg.ca/matmgt/spec/default.stm>;
 - (ii) The version in effect three (3) Business Days before the Submission Deadline shall apply; and,
 - (iii) Further to C2.4(d), specification included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*;
- (b) National Building Code of Canada 2020 Volume 1;
- (c) City of Winnipeg Transportation Impact Study Guidelines May 2011;
- (d) City of Winnipeg Accessibility Plan (2021-2022);
- (e) City of Winnipeg Accessibility Design Standard (2015) and Universal Design Policy;
- (f) Winnipeg Pedestrian and Cycling Strategies (2025)
- (g) City of Winnipeg Zoning By-law 200/06;
- (h) City of Winnipeg Tree Planting and Maintenance Specification;
- (i) City of Winnipeg's Tree Removal Guidelines;
- (j) City of Winnipeg Transportation Standards Manual;
- (k) City of Winnipeg Manual for Production of Construction Drawings;
- (l) City of Winnipeg Manual of Temporary Traffic Control
- (m) City of Winnipeg Green Building Policy;
- (n) Transportation Association of Canada (TAC) Geometric Design Guide (GDG) and supplemental manuals;
- (o) Canadian Institute of Transportation Engineers (ITE) Traffic Engineering Handbook;
- (p) ITE Manual of Uniform Traffic Control Devices for Canada (MUTCDC)
- (q) National Association of City Transportation Officials – Transit Street Design Guide
- (r) Busway Planning and Design Manual, City of Winnipeg Transit Department (2004)

E2. CITY SUPPLIED DATA

E2.1 To the Design Consultant, the City will provide the following:

- (a) CAD LBIS Data;
- (b) Available transit operations data including passenger boarding/alighting volumes, schedules, and stop/routes map in Geographic Information System compatible (.csv) data format;
- (c) Available traffic turning movement volume data;
- (d) Available traffic collision data;
- (e) Available construction and as-built drawings information throughout the study area;
- (f) Available city data records on the locations of areaways within the Study Area; and,
- (g) Available HEC-RAS model for the Assiniboine River in the vicinity of Main Street.

- E2.2 No interpretation of the data will be provided. The data is provide as-is and no guarantee is made to its accuracy. It is the responsibility of the Design Consultant to verify the information provided, and seek out additional information as needed to complete the Project.

E3. COORDINATION WITH OTHER CITY STUDIES, PLANS AND POLICIES

- E3.1 The Design Consultant will be required to coordinate with other City Departments currently in the process of developing studies, plans, and policies within, crossing, or adjacent to the Study Area. It will be the responsibility of the Design Consultant to engage with City Departments including Public Works, Planning Property and Development, Transit, and Water & Waste to ensure coordination between this study and relevant ongoing City studies, plans, and policies.

E4. CITY OF WINNIPEG UNIVERSAL DESIGN POLICY

- E4.1 The City has adopted their own Universal Design Policy and Guidelines. The Design Consultant is responsible to review and comply with these guidelines and with the Manitoba Building Code on barrier free design. In the case of discrepancies the more stringent requirements shall apply. A copy of the Accessibility Standards can be found at the following URL:
http://www.winnipeg.ca/ppd/Universal_Design.stm

E5. TRAFFIC OPERATIONS, ANALYSIS, AND MICROSIMULATION

- E5.1 Traffic operational analyses required for the purposes of the Conceptual and Functional Design phases will be completed in coordination with the City of Winnipeg Transportation Division. Traffic operational analyses include but are not limited to microsimulation traffic modelling, vehicle turning movement swept path, and vehicle traffic and active transportation signal warrant analyses.
- E5.2 The City anticipates the following traffic management changes to be investigated during the functional and preliminary design phases:
- (a) Modified intersection/lane configurations throughout the study area;
 - (b) Reconfiguration of the following intersections to transition between bus rapid transit and mixed traffic service:
 - (i) St. Mary's Road at Marion Street;
 - (ii) Portage Avenue at Maryland Street;
 - (iii) Main Street at Sutherland Avenue;
 - (c) Repurposing the following roadways to serve as transit-only streets;
 - (i) Wesley Avenue east of Main Street;
 - (ii) Westbrook Street between William Stephenson Way and Portage Avenue East;
 - (iii) Portage Avenue East between Westbrook Street at Main Street.
 - (d) Closure of targeted site accesses and minor street crossings for side-running bus-rapid-transit alignment options.
- E5.3 The Consultant shall support the analysis, ranking and selection of alignments and sub-options with traffic modelling and analysis through all stages of the project. An iterative process is expected. The Proponent should describe the methods and software/model type they would use to achieve this, including assumptions about their methodology.
- E5.4 The consultant shall propose the modelling software and model type that they recommend as being best suited to support the project at each stage (conceptual, functional, preliminary). The proposed modelling outputs shall be compatible with the City of Winnipeg's Visum model.
- E5.5 The City can provide a Synchro model of the Downtown area that was prepared for the purpose of signal timing optimization which is up to date as of March 2025.

- E5.6 The City has developed a macro model in PTV Visum which can be used to support the project. The proponent will be responsible for using this model or developing new models to understand diverted traffic flows.
- E5.7 Proponent shall verify all aspects of the model. Pedestrian and vehicles volumes in the model need to be confirmed with traffic count data. The counts in the model may be estimated for other purposes and cannot be relied on.
- E5.8 The City will supply existing Vissim modelling files from previously completed simulations within the Study Area. Note the previous simulations may not include cycling infrastructure and cyclists.
- E5.9 Analysis period(s), simulation duration(s), traffic pattern changes, modelling extents, and other expectations should be discussed and confirmed with the City prior to undertaking analysis and modelling work.
- E5.10 The City will supply traffic signal timing standards, and existing signal timing charts as required. This includes timing standards and practices for pedestrian, bicyclist, and vehicle phases.
- E5.11 Proponents shall be responsible for the cost of all software required to complete the Services. Proponents shall attest that they have, or will acquire upon award of the Services, appropriate software licences to complete the work.
- E5.12 While developing Conceptual Alignments and Conceptual Alignment Sub-Options, the consultant shall be responsible for:
- (a) Creating a traffic operations design criteria that establishes desirable and minimum thresholds for level of service.
 - (b) Having a general understanding of the signal timing and phasing requirements for different transit facility types, and the benefits of each.
 - (c) Developing a simplified network model that can be used to evaluate alternative intersection/lane configurations of Conceptual Alignment Sub-Options.
 - (d) Provide performance metrics for each Conceptual Alignment Sub-Options (e.g. vehicle level of service and delay, queuing) and identify critical issues.
 - (e) Preparing a technical memo to document the Conceptual Alignments, Conceptual Alignment Sub-Options, and the recommended outcomes.
- E5.13 At the Functional Design Stage, the consultant shall be responsible for:
- (a) Refining the design to confirm the intersection configurations for each alignment and Functional Design Alignment Sub-Options, confirm new or modified turning movements and establish the signal timing and phasing for each vehicle movement including transit movements.
 - (b) Evaluating impacts on traffic operations to critical intersections and overall corridor operations.
 - (c) Modelling diverted traffic and the impact to critical intersections on the alternative routes.
 - (d) Preparing a technical memo to document the alignment alternatives and the recommended design
- E5.14 At the Preliminary Design stage, the consultant shall be responsible for:
- (a) Building a complete micro-simulation model of the recommended corridor including new lane configurations, traffic signal phasing and transit operations.
 - (b) Reporting on corridor travel times for vehicles and transit users, diverted traffic volumes, intersection delay at key bottleneck locations, impacts to parking and loading capacity; and,
 - (c) Reporting on existing and the Preliminary Design vehicle capacity and transit ridership volumes through the downtown corridors.

- E5.15 The horizon year for all traffic modelling is assumed to be for opening day operations, which will be determined in collaboration with the Consulting Contract Administrator. There will be no additional analysis for future horizon years as part of this study.

E6. DOWNTOWN DESIGN CONTEXT, URBAN DESIGN AND PLACEMAKING

- E6.1 Through the Functional and Preliminary design stages, the Design Consultant shall consider the pedestrian realm along both Portage Avenue and Main Street that:
- (a) Comply with the following guidelines:
 - (i) Winnipeg Urban Design Guidelines;
 - (ii) Winnipeg Accessibility Design Standards;
 - (iii) Downtown Winnipeg Tree Planting Standards; and,
 - (iv) Exchange District National Historic Site Commemorative Integrity Statement (if applicable).
 - (b) complement existing buildings, and provide a public realm that encourages development on underdeveloped properties;
 - (c) apply crime prevention through environmental design principles;
 - (d) consider impacts and requirements of the Exchange District National Historic Site of Canada Boundary; and,
 - (e) include proposed design advice and solutions for existing underdeveloped properties including vehicular access and recommended building setbacks.
- E6.2 The Design Consultant shall address the following criteria that will aim to respect the surrounding residential, commercial, heritage, and business properties located within and adjacent to the Study area. Specifically, the Design Consultant shall aim to address and incorporate the following into the Preliminary Design.
- (a) Aesthetics;
 - (b) Placemaking;
 - (c) Locations for Public Art;
 - (d) Landscaping;
 - (e) Universal Accessibility.

E7. ACTIVE TRANSPORTATION NETWORK PLANNING

- E7.1 On July 15, 2015 City of Winnipeg Council approved the Pedestrian and Cycling Strategies (PCS) which were updated in 2025 as part of the Transportation Master Plan: 2050. This update provides a vision and roadmap for the future of walking and cycling in Winnipeg. The process and associated results of the work to be performed for the project within this Bid Opportunity must meet the Vision and Goals set forth in the PCS. The PCS are available at <http://walkbike.winnipeg.ca>
- E7.2 Intersections and traffic signal phasing should safely accommodate pedestrians. Also, the intersection design and signal phasing is to accommodate cyclists without requiring them to dismount to activate traffic signals or cross the intersection. Where required, elements of protected intersections are to be included in the design to better accommodate pedestrians and cyclists.
- E7.3 Confirm proposed pedestrian and cycling facility widths and features with City of Winnipeg's Transportation Division in the Public Works Department.
- E7.4 Pedestrian and cycling facilities shall meet and where possible, exceed requirements of the City of Winnipeg Accessibility Design Standard (latest edition).

E8. ROAD SAFETY

- E8.1 Prior to the development of conceptual design options, the Design Consultant shall conduct a review of historical collision data provided by the City for inclusion in the Basis of Design Memo. The analysis should identify existing collisions within the Study Area that could be eliminated or reduced through subsequent design alternatives.
- E8.2 The Design Consultant shall engage an Independent Road Safety Consultant to perform the Functional Design Road Safety Evaluation and Preliminary Design Road Safety Audit (RSA) outlined in E8.3 and E8.4. The lead auditor of the Independent Consultant shall be a qualified Road Safety Professional. The Preliminary Design RSA shall be performed by a team of at least two (2) road safety professionals with experience conducting RSAs.
- E8.3 The Independent Road Safety Consultant shall complete a road safety evaluation of the two Functional Design Alignment Options being considered for each Study Area Segment.
- (a) The purpose of this evaluation is to review and rank the road safety effectiveness of each Functional Design Alignment Option. Road safety considerations shall be included in the evaluation matrix used to recommend an alignment to proceed to the Preliminary Design Stage.
 - (b) The evaluation shall identify and document potential road safety issues to be considered in the subsequent Preliminary Design Stage.
 - (c) The Design Consultant shall:
 - (i) Provide all relevant functional design information and drawings to the Independent Consultant performing the evaluation;
 - (ii) Attend a Road Safety Evaluation Meeting, chaired by the Independent Road Safety Consultant, to participate in ranking the safety effectiveness for the functional design alternative selection matrix; and,
 - (iii) Address/mitigate safety issues identified in the Functional Road Safety Evaluation Meeting in the subsequent Preliminary Design..
- E8.4 The Independent Road Safety Consultant shall complete a road safety audit of the recommended Preliminary Design as per the TAC Canadian Road Safety Audit Guide.
- (a) The Design Consultant shall:
 - (i) provide relevant preliminary design information and drawings to the Independent Road Safety Consultant performing the audit;
 - (ii) attend a Preliminary Design Road Safety Audit findings meeting and prepare a written response report to the audit findings; and,
 - (iii) address the safety issues identified in the Preliminary Design Road Safety Audit. There will be no additional fees for revisions to the design revisions resulting from the RSA.
- E8.5 The Design Consultant, and Independent Consultant shall work collaboratively with the City of Winnipeg Road Safety Branch.

E9. SEWER CONDITION ASSESSMENT AND CCTV GUIDELINES

- E9.1 Perform condition assessment on all relevant sewers and manholes in the right-of-way within the limits of the street renewal. Condition assessment includes, but is not limited to, the following:
- (a) Review all sewer and manhole assets in the City of Winnipeg's Sewer Management System (SMS) application. Determine which assets are to be inspected using Closed-Circuit Television (CCTV) in accordance with E9.2;
 - (b) Review existing CCTV inspections shown in SMS and new CCTV inspections performed in accordance with E9.2;
 - (c) Confirm the appropriateness of existing Backlogged and Pending rehabilitation types and limits shown in SMS. If required, provide revised rehabilitation recommendations;

- (d) For all inspections, recommend new rehabilitation types and limits not shown in SMS;
 - (e) Recommend what rehabilitation is to be done prior to the pavement renewal project; and,
 - (f) Provide a rehabilitation summary and the new CCTV inspections and corresponding defect coding to WWD Asset Management Branch for review and approval.
- E9.2 The Closed-Circuit Television (CCTV) criteria provided below are general guidelines and are not intended to replace sound municipal engineering judgement specific to the individual project scope and/or location.
- (a) Clean & Inspect sewers and manholes in accordance with CW 2140 Sewer and Manhole Cleaning, and CW 2145 Sewer and Manhole Inspection;
 - (b) Where new inspections are required, provide a list of assets to qualified cleaning and inspection contractors;
 - (c) Inspect all sewers and manholes where no previous CCTV inspections have been completed;
 - (d) Re-inspect sewers and manholes with a Structural Performance Grade (SPG) of 3 or higher that have not been inspected in the previous 5 years, or sewers and manholes with an SPG of 1 or 2 that have not been inspected in the previous 20 years;
 - (e) Inspect sewers (regardless of SPG) if the street exhibits obvious distress at/along the underground plant;
 - (f) Inspect all CB leads to be reused as part of a street reconstruction, pavement rehabilitation, or mill and fill rehabilitation;
 - (g) CCTV inspection of sewers and manholes is not required on mill and fill pavement rehabilitation method and thin bituminous overlay (TBO) projects unless the street exhibits obvious distress at/along the underground plant; and
 - (h) Sewers and manholes located more than two metres from the work limits (i.e. not located under pavement) do not need to be re-inspected if previous CCTV inspection data exists.
- E9.3 For any uncertain situations and/or locations, contact the Consulting Contract Administrator.
- E9.4 The Consultant is required to coordinate the sewer inspection contract and communicate the results to WWD Asset Management Branch in accordance with E9.1. Provide the sewer inspections and corresponding defects data to WWD Asset Management Branch. Any repairs or other activities deemed necessary from these inspections must be reviewed and approved by WWD Asset Management Branch.
- E9.5 Provide the post repair CCTV inspections and corresponding defect coding to WWD Asset Management Branch.
- E9.6 It is expected that the Design Consultant will review the proposed scope of recommended sewer condition assessment program with the Project Manager for comment and approval prior to initiating the investigation program.
- E9.7 It will be the responsibility of the Design Consultant to obtain sewer televising services required for the project and be included in the fees table as a Type 2 Disbursements according to B9.5.

E10. UTILITY MANAGEMENT PROGRAM

- E10.1 The Design Consultant shall establish a Utility Management Program that will be used throughout the duration of the project. In this context, Utilities are intended to mean any buried or above-ground utility infrastructure with the potential impact the Preliminary Design Study, or future detailed design and construction contracts. These include but are not limited to municipal utilities (e.g. sewer, watermain, land drainage), various other 3rd party utilities providers (e.g. Manitoba Hydro, Rogers, Telus, BellMTS), and utilities owned by railways.
- E10.2 The Utility Management Program shall:
- (a) Identify utilities within the Project Area;

- (b) Identify and analyze potential utilities conflicts with proposed conceptual, functional, and preliminary design options;
- (c) Coordinate directly with potentially impacted utility owners and stakeholders to develop project recommendations to mitigate risks;
- (d) Provide input to the construction cost estimates produced at the Functional and Preliminary Design stages;
- (e) Recommend the scope of a utility investigation program if necessary (See E11);
- (f) Support the Consulting Contract Administrator in preparation of any necessary utility agreements;
- (g) Provide inputs to the rest of the project team developing construction risks, construction schedules, and construction staging plans as part of the Construction Delivery Planning stage; and,
- (h) Summarize the findings and recommendations of the Utility Management Program (and Investigation Program (if necessary, See E11) Memo to be included as an appendix to the Preliminary Design Report.

E10.3 The Design Consultant may opt to initiate the Utilities Management Program prior to commencing the Preliminary Design phase if deemed warranted by the Project Team.

E11. UTILITY LOCATE INVESTIGATION PROGRAM

- E11.1 A utility locate investigation program, including underground vaults and duct bank (e.g. Manitoba Hydro, BellMTS, etc..) assessments may be warranted during the Preliminary Design stage based on the findings of the desktop review of potential impacted utilities conducted during the Functional Design stage.
- E11.2 It is expected that the Design Consultant will review the proposed scope of recommended utility locate program with the Project Manager for comment and approval prior to initiating the investigation program.
- E11.3 It will be the responsibility of the Design Consultant to obtain utility locate investigation services required for the project and be included in the fees table as a Type 2 Disbursements according to B9.5.
- E11.4 Fees associated with conducting necessary assessments of underground utility vaults and/or duct banks by the Design Consultant will be negotiated with the Consulting Contract Administrator and paid for from the Cash Allowance.

E12. PAVEMENT CONDITION ASSESSMENT

- E12.1 Full depth reconstruction of the existing lanes of pavement are assumed to be required for all new on-street transit lanes recommended for Main Street and Portage Avenue within the Study Area.
- E12.2 During the Functional Design Stage, the Design Consultant shall confirm this assumption by liaising with the City's Pavement Management Branch and for recommending renewal treatments of existing pavements to be included in the Preliminary Design Study as needed.
- E12.3 If segments of these corridors are recommended to receive a minor or major rehabilitation treatment requiring a pavement condition assessment, these fees to conduct this assessment will be negotiated with the Consulting Contract Administrator and paid for from the Cash Allowance.

E13. GEOTECHNICAL INVESTIGATION PROGRAM

- E13.1 Perform a geotechnical investigation sufficient for the preliminary design of the selected Preliminary Design Alignment.

- E13.2 Carry out geotechnical drilling, sampling, and material testing for foundations that may be required for any new bridge structures and all bus stations and station terminal(s).
- E13.3 Carry out a geotechnical investigation of affected roads. Geotechnical investigations for pavements within the study area shall be conducted according to the Site Investigations for Public Works Street Projects in Appendix B. Communicate with the City of Winnipeg Pavement Management Branch to verify the extent of required geotechnical investigations on affected roads.
- E13.4 It is expected that the Design Consultant will review the proposed scope of the recommended geotechnical investigation program with the Consulting Contract Administrator for comment and approval prior to initiating the investigation program.
- E13.5 It will be the responsibility of the Design Consultant to obtain geotechnical drilling and investigation services required for the project and be included in the fees table as a Type 2 Disbursements according to B9.5.

E14. PAVEMENT DESIGN

- E14.1 Design pavement structures as required within the project limits. The pavement cross section may change based on soil conditions and adjacent roadway structures. Pavement design shall be in accordance with the Pavement Design Guideline provided in Appendix D. Where reconstruction is limited to the transit lanes, the pavement cross-section shall match the existing structure unless differing soil conditions necessitate an alternative design.
- E14.2 It is assumed that all dedicated transit facility lanes will be designed for a concrete pavement cross section.
- E14.3 Provide a map showing proposed pavement structures graphically along the corridor.

E15. EXISTING BRIDGES AND STRUCTURES CONDITION ASSESSMENT

- E15.1 Carry out an inspection and condition assessment of all existing vehicular bridges, underpasses, rail overpasses, including all the retaining walls, existing rail bridges and structures inside the VIA rail station. Produce an OSIM Level 2 inspection report for the bridge structures and retaining walls. Identify any health and safety concerns that require immediate attention.
- E15.2 Carry out condition assessment of the bridge structures in general compliance with the protocols of Ontario Structure Rehabilitation Manual, latest edition. The City's under-bridge crane can be made available to the consultant to undertake bridge inspection and condition assessment above water courses if other access tools can not be used.
- E15.3 Conduct fatigue analysis for rail bridges and structures inside the VIA rail station within the project limits to confirm suitability to be reused for the proposed transit loading and identify any needs for strengthening or rehabilitation.

E16. BRIDGE STRUCTURES ANALYSIS AND DESIGN

- E16.1 The selected Preliminary Alignment Option will be constricted by current right-of-way alignments, available clearances, and structural capacity of the existing bridges on Main Street over the Red River (Redwood Bridges), over the Assiniboine River (Main Street Bridges), CN rail bridge at the VIA Rail Station, and existing rail overpasses (CN Rail bridges over Main Street, over York Avenue, over William Stephenson Way, over Pioneer Avenue, and CPKC bridge at the Higgins Avenue underpass). To achieve the goals of the Preliminary Study, the vehicular and rail bridges may require widening and realignment, and the existing retaining walls associated with each structure may also need excavation and reconstruction.
- E16.2 Based on the alignment of the selected preliminary design option, the existing CN rail bridge at the VIA Rail Station may be partially utilized to serve vehicular/transit loading. All necessary

inspection, assessment, analysis and detailing for the conversion shall be completed to the Preliminary Design level.

- E16.3 Based on the alignment of the selected option, potential new bridge(s) crossing over York Avenue, the Assiniboine River and Main Street shall be designed and detailed to the Preliminary Design level. A minimum of three options for the new structures shall be investigated and shall include but not be limited to:
- (a) Examining various span arrangements.
 - (b) Examining various bridge configurations to provide adequate cross-sectional dimensions in terms of shy distances, lane widths, and pedestrian and cycling accommodation.
 - (c) Examining various superstructure options.
 - (d) Examining various substructure options.
 - (e) Examining walking and cycling connectivity along Main Street.
 - (f) Comparing total bridge costs for various span lengths.
 - (g) Considering use of conventional reinforced concrete retaining walls and mechanically stabilized earth (MSE) walls versus bridge spans and make cost comparisons.
 - (h) Including consideration of constructability, inspectability, maintainability, and future expandability.
- E16.4 Structures shall be designed in accordance with both the Canadian Highway Bridge Design Code, CAN/CSA-S6, latest edition, and the Busway Planning and Design Manual, City of Winnipeg Transit Department, September 2004. All structures shall be designed for a minimum 75 year design life.
- (a) All of the above tasks must take into account the ability to convert the transitway from a facility for bus rapid transit (BRT) to light rail transit (LRT) at a future date.
- E16.5 Hydraulic investigation shall be performed to determine the appropriate size and type of hydraulic opening for any proposed bridge structure within the selected alignment option. The analysis shall extend to the adjacent bridge structures that might be affected of the proposed bridge. The consultant shall consult with the Water & Waste Department to confirm acceptability.
- E16.6 The various viable options shall be developed to a functional level to allow comparison and selection. Offer options for various elements in terms of “good – better – best” while maintaining the intended safety and functionality. The evaluation methodology shall be developed in consultation with the Consulting Contract Administrator to rank and select the preferred options. These options will be deliberated during a value engineering session to proceed towards preliminary design.
- E16.7 The Consultant shall proceed in developing a preliminary design for the selected option(s) which includes drawings, Class 3 cost estimates (expected accuracy of +30% to -20%), traffic management plans during construction, risk assessments, and proposed construction schedules. The consultant shall qualitatively assess implications of the staging plans to the traveling public, identify possible mitigation measures and consider the implications in the options comparison. These options will be deliberated during a value engineering session prior to the submission of the draft Preliminary Design Report.
- E16.8 Existing structures shall also be load rated in accordance with Clause 14 of CAN/CSA-S6 for similar loading that are used in designing the new transitway bridges. The Design Consultant shall gain acceptance of the Consulting Contract Administrator for the assumptions used in the load rating.
- E17. OVERHEAD SIGN STRUCTURES**
- (a) The consultant shall coordinate with the Consulting Contract Administrator and the Public Works Department to provide recommendations for overhead sign structure needs, traffic control signage and route identification signage.

- (b) Overhead signage structures should be prepared to the Preliminary Design level and included within the Preliminary Design Report.

E18. AREAWAYS ASSESSMENT AND RECOMMENDATION

- E18.1 The Design Consultant shall provide a preliminary understanding of and recommendations for locating, abandoning, maintaining, or protecting existing areaways within the Study Area limits. The Consultant shall be responsible for all communication related to areaways.
- E18.2 The Project Team should include a Structural Engineer with relevant experience to be responsible for project scope related to areaways.
- E18.3 The City will provide available records and locations of the areaways within the Study Area to be reviewed by the Design Consultant. No interpretation of the data will be provided. The data is provide as-is and no guarantee is made to its accuracy. It is the responsibility of the Design Consultant to verify the information provided and seek out additional information as needed to complete the areaways assessment and recommendation.

E19. ENVIRONMENTAL ASSESSMENT

- E19.1 The following shall apply to Environmental Site Assessments required for the Study Area as it relates to fees:
 - (a) At the completion of the Functional Design stage, review all affected properties by the recommended alignment and make recommendations on the scope for which a Phase 1 Environmental Site Assessment (ESA) is required to be carried out by applicable regulatory authorities.
 - (b) The proposal shall not include fees for the Phase 1 ESA. During the Preliminary Design Stage, the Design Consultant and the City will negotiate on fees for development of the Phase 1 ESA based on the findings of the Functional Design Stage, and will be paid for out of the project Cash Allowance.

E20. CONSTRUCTION STAGING AND TRAFFIC MANAGEMENT PLANS

- E20.1 Develop a construction staging plan that will inform the City as to how many years detailed design and construction are expected to be completed.
- E20.2 Develop an overall project schedule that assumes detailed design and construction potential start date in 2029/2030 to include early works or utility works.
- E20.3 The project staging plan and schedule will assist in identifying when various properties are required.
- E20.4 The overall project schedule will assist in the consultant working collaboratively with the Consulting Contract Administrator to populate the Basis of Estimate (<http://winnipeg.ca/finance/infrastructureplanning/camp.stm>) to determine the Project Costs which include factors like inflation and cash flow requirements.

E21. ENGAGEMENT PROGRAM

- E21.1 Objectives of Engagement
 - (a) The key objectives of the engagement phase is to seek out values and interests, identify them, and ensure participants' ideas and concerns are understood and carefully considered. Success will be measured by meeting the following objectives:
 - (i) Winnipeggers understand the impacts of the Downtown Rapid Transit Corridors, including that it supports future network efficiency and follows the Council adopted Winnipeg Transit Master Plan;
 - (ii) Adjacent landowners and business owners have multiple opportunities to have their use and experience documented;

- (iii) Winnipeggers understand how input was considered and incorporated into the preliminary design;
- (iv) Stakeholders' priorities, concerns, and ideas are listened to and balanced with technical requirements and long-term needs;
- (v) Winnipeggers help guide the preliminary design by identifying which elements matter most to them; and,
- (vi) Each phase of engagement will be evaluated to determine if adjustments should be made to the engagement strategy.

E21.2 Engagement Methodology

- (a) The feedback process must provide value to both participants and the project team. Decisions will be made by technical analysis as well as participant input.
- (b) A representative from the Design Consultant engagement team will work closely and consistently with other members of the project team by:
 - (i) Integrating engagement considerations into project team meetings and ensuring opportunities to both provide and receive input and,
 - (ii) Holding bi-weekly meetings at the onset of each engagement phase and throughout active engagement periods.

E21.3 The following deliverables are minimum requirements. Teams are asked to put forward proposals that reflect their expertise and creativity to fulfill the needs of the stakeholder and public engagement process.

E21.4 Conceptual Design – Stakeholder Engagement:

- (a) Lead a stakeholder mapping exercise with City Staff to prepare a Master Stakeholder List.
 - (i) The City will provide a high-level list and participate in stakeholder mapping.
 - (ii) The Consultant will update and categorize the list considering impact and influence.
 - (iii) The Master Stakeholder List will be regularly updated throughout the project by the Design Consultant.
- (b) Develop a Stakeholder Engagement Strategy.
 - (i) Incorporate the findings from the stakeholder mapping exercise to develop a plan to reach each stakeholder.
 - (ii) The strategy will consider decision points/steps within the overall project, and the scope of the decision to be made at each stage.
 - (iii) After assessing potentially impacted landowners, update the master stakeholder list and strategy.
- (c) Conduct early outreach with Key Stakeholders to introduce the project and gather input on potential impacts of the project. Key Stakeholders will be determined with input from the Consulting Contract Administrator and Technical Advisory Committee.
- (d) Implement a Communication and Feedback Tracking System.
 - (i) System requirements: A digital database capable of tracking individual feedback entries with unique identifiers, export functionality for reporting purposes (Excel, CSV formats at minimum), and user access controls allowing City staff.
 - (ii) Categorization framework: All outreach efforts are to be tracked. Unresponsive stakeholders are tracked for follow-up communication. All feedback is categorized to assess impact type, severity level, and stakeholder type. Feedback will additionally be assessed for the feasibility of mitigating stakeholder concerns.

E21.5 Functional Design – Stakeholder Engagement

- (a) The Design Consultant will introduce the purpose, network integration, timeline, study area, and intent. Feedback should include, but not be limited to:

- (i) Potential impacts to adjacent landowners (e.g., barriers to loading, accessibility, deliveries, and building access).
 - (ii) Issues that could make certain design alternatives not feasible (i.e. fatal flaws).
- (b) Facilitate an initial workshop with key stakeholders (as determined through the Master Stakeholder List) to introduce the project, clarify objectives, gather early insights, and confirm expectations for engagement throughout the process.
- (c) Prepare and deliver all required outreach and notification materials.
- (d) Provide multiple feedback opportunities to participants through meetings, phone conversations, or digital forms.
- (e) Provide additional one-on-one meetings with stakeholders at critical decision points, as required.
- (f) Monitor the project email and phone number and draft responses to be managed and issued by City staff.
- (g) Evaluate the Functional Design Stakeholder Engagement processes and develop with lessons learned to be incorporated into the Preliminary Design Stage.
- (h) Prepare a Functional Design Stakeholder Engagement Report.

E21.6 Functional Design – Public Communications

- (a) Draft materials for communications information according to the City provided Communications Plan to be managed and issued by City staff.
- (b) Develop project web materials informed by the City-provided Communications Plan.
- (c) Provide support to City staff in addressing community questions on the project webpage as a central source of clear and consistent information.

E21.7 Preliminary Design – Stakeholder Engagement

- (a) With the selected alignment, the Design Consultant will continue outreach with stakeholders that will:
 - (i) Build on the shared understanding from earlier meetings.
 - (ii) Explain to stakeholders how their input was considered.
 - (iii) Provide reasons when impacts cannot be mitigated.
 - (iv) Identify ways to mitigate remaining design barriers.
 - (v) Address any new or remaining concerns.
- (b) Provide multiple feedback opportunities to participants through meetings, phone conversations, or digital forms.
- (c) Continue frequent updates to key stakeholders.
- (d) Provide additional one-on-one meetings with stakeholders at critical decision points in the project, as required.
- (e) Prepare a memo documenting how feedback from stakeholder engagement was incorporated into the design.
- (f) Prepare a Preliminary Design Stakeholder Engagement Report.

E21.8 Preliminary Design – Public Communications

- (a) Introduce the updated design with information on project impacts, which may include, but are not limited to:
 - (i) Anticipated impact to the transit network.
 - (ii) Corridor alignment selection rationale.
 - (iii) Potential traffic and access impacts.
- (b) Develop project web materials and updates that include, but are not limited to:
 - (i) Maps.
 - (ii) High-quality renderings of key stations and other important locations.

- (c) Create a city-wide promotion plan and supporting materials.

E21.9 Preliminary Design – Public Engagement

- (a) Develop a Public Engagement Strategy in collaboration with the Consulting Contract Administrator and Technical Advisory Committee.
- (b) Provide multiple feedback opportunities to the public, both in-person and online.
- (c) Develop an overall Public Engagement Report documenting all touchpoints from the preliminary design phase.

E21.10 Ongoing Communications support to City staff throughout the project:

- (a) Project email and phone number monitoring;
- (b) Drafting subscriber emails (drafted by Consultant; issued by the City);
- (c) Develop and maintain a Master Stakeholder List;
- (d) Develop and maintain a Communication and Feedback Tracking System;
- (e) Work collaboratively with Winnipeg Transit Communication and the Office of Public Engagement;
- (f) Public materials must allow one week for French translation (City to provide);
- (g) The City has a SharePoint site with public engagement templates and toolkits for Proponents who are conducting public engagement on behalf of the City. Deliverables should be drafted using available templates;
- (h) The City has an online public engagement platform, Engage Winnipeg. This tool will be used to host the project page and is an option for online engagement activities. The City will manage the webpage and make updates based on draft content from the Proponent, approved by the City.
- (i) Deliverables will be developed in accordance with:
 - (a) Public Engagement Requirements:
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>;
 - (b) Engage Winnipeg Policy:
<https://clkapps.winnipeg.ca/DMIS/Documents/DocExt/CP/7611.pdf>
 - (c) Plain Language Policy:
<https://clkapps.winnipeg.ca/DMIS/Documents/DocExt/CP/8569.pdf>
 - (d) City of Winnipeg Brand Manual:
https://legacy.winnipeg.ca/finance/findata/matmgt/documents/2019/544-2019/544-2019_ADDENDUM_1/CW-Brand_Manual-2019-REVISED-201904.pdf
 - (e) City of Winnipeg Writing Guide:
<https://www.winnipeg.ca/city-governance/documents-reports/writing-style-guide>

- E21.11** 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.

E22. RAPID TRANSIT (NORTHERN CORRIDOR) – FUNCTIONAL DESIGN STUDY

E22.1 Background:

- (a) The WTMP designates the Northern Corridor as Program in the Rapid Transit Investment Program 2A (i.e. next highest priority after the Downtown Corridors).
- (b) The Northern Corridor is defined by the following limits: Main Street from Sutherland Avenue to Inkster Avenue.
- (c) The existing pavement structure within the Northern Corridor limits is approaching the end of its usable life. The Public Works Department – Engineering Division is planning a

reconstruction of Main Street within the limits of the Northern Corridor. This reconstruction presents the City of Winnipeg with an opportunity to implement rapid transit infrastructure as a part of the planned pavement reconstruction. The scope of services outlined in E22.2 is noted as a Potential Future Contract according to B23.

- (d) The intent of this Functional Design Study would be to prepare the Public Works Department Engineering Division to proceed directly to preliminary design based on the Functional Design completed as part of this Potential Future Contract.
- (e) Award of this additional scope of work is subject to the City of Winnipeg and Winnipeg Transit's annual budget review and approval process, which has not yet been confirmed.

E22.2 Scope of Work:

- (a) Provide project management services according to the City of Winnipeg Project Management Manual for the phases of work described below.
- (b) Provide Conceptual Design Services for the Northern Corridor consistent with the scope of work described in D5.1(b).
- (c) Provide Functional Design Services for the Northern Corridor consistent with the scope of work described in D5.1(c).
- (d) Provide Conceptual and Functional Level Engagement Services for the Northern Corridor consistent with the work described in D5.1(d)(i) and D5.1(d)(ii).

E22.3 Schedule:

- (a) The following critical stages would apply to the Northern Corridor Functional Design Study:
 - (i) Functional Design Report Submission – June 30, 2028

E22.4 Submission Requirements:

- (a) As part of the proponent's 774-2025 submission, include a proposed team organizational chart that would deliver this potential future phase of work. The organizational chart shall provide hourly charge rates that would be used for such negotiations as described in B23.2.
- (b) Information included within the 774-2025 proposal related to the Northern Corridor will not be included in the evaluation described in B22.

APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTING SERVICES

DEFINITIONS

1.1 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.

1.2 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.

GENERAL REQUIREMENTS OF PROFESSIONAL ENGINEERS

- 1.3 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.
- 1.4 All drawings, reports, recommendations and other documents originating therefrom involving the practice of Professional Engineering shall bear the Seal of a Professional Engineer.
- 1.5 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.
- 1.6 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.

PROFESSIONAL ENGINEERING SERVICES – ADVISORY SERVICES

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

1.8 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.

PROFESSIONAL ENGINEERING SERVICES – PRELIMINARY DESIGN

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

1.10 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.

PROFESSIONAL ENGINEERING SERVICES – DETAILED DESIGN

- 1.11 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.
- 1.12 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.

PROFESSIONAL ENGINEERING SERVICES – CONTRACT ADMINISTRATION

- 1.13 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.
- 1.14 Engineering services for Contract Administration can be generally divided into NON-RESIDENT and RESIDENT services.
- 1.15 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.

1.16 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 F6.4(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.

PROFESSIONAL ENGINEERING SERVICES – POST CONSTRUCTION SERVICES

1.17 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.

PROFESSIONAL ENGINEERING SERVICES – ADDITIONAL SERVICES

- 1.18 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.
- 1.19 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;
- 1.20 Preparation and submission to the Consulting Contract Administrator, final quantities and dimensional measurements which the City requires for assessment of Local Improvement Levies within one (1) month of Project completion.

APPENDIX B – SITE INVESTIGATION REQUIREMENTS FOR PUBLIC WORKS STREET PROJECTS

1.21 Site Investigation Requirements

- 1.21.1 This guideline provides basic principles and requirements for site investigations and testing with which to guide the designer in the preparation of proposals and completion of their investigations. Irrespective of the requirements listed in this document, it is important that the Engineer clearly outlines what assumptions were made in estimating the effort and resources necessary to complete the scope of work. A proposal should be submitted for approval to the City's Consulting Contract Administrator.
- 1.21.2 When using this guideline, the designer remains responsible for the proposed plan in accordance to good engineering standards that address the specific needs and site conditions of the project. Without limiting that broad and general obligation, this guideline should be the minimum requirement.
- 1.21.3 Boreholes and pavement core spacing, and material testing guidelines presented in this guide are only applicable to pavement investigations. Site investigation and testing may also be conducted as per common industry practice for other road elements such as sidewalks, boulevards, and medians. The City's Consulting Contract Administrator should be notified of any unusual conditions or difficulties encountered, and any changes made in the investigation program.
- 1.21.4 New Construction and Reconstruction Projects
- 1.21.4.1 The number of boreholes can be calculated using Table 1.

Table 1 : Number of Boreholes and Depths

Lanes/Locals	Industrials and Collectors	Arterials
<p>Number of boreholes = $0.1 \times (\text{Street area (m}^2\text{)})^{0.45}$</p> <p>A minimum of two boreholes, 2 m ± 150 mm depth from the bottom of the proposed or the existing pavement per project location.</p>	<p>Number of boreholes = $0.1 \times (\text{Street area (m}^2\text{)})^{0.46}$</p> <p>A minimum of three boreholes, 2.5 m ± 150 mm depth from the bottom of the proposed or the existing pavement per project location.</p>	<p>Number of boreholes = $0.1 \times (\text{Street area (m}^2\text{)})^{0.48}$</p> <p>A minimum of three boreholes, 2.5 m ± 150 mm depth from the bottom of the proposed or the existing pavement per project location.</p>

¹If previous soil information is available and relevant, the number of boreholes can be reduced - confirm with the City's Project Manager.

²Additional boreholes should be undertaken where adverse soil conditions are expected or encountered during the course of field drilling.

- 1.21.4.2 Offset the boreholes as appropriate to provide coverage across the full width of the proposed construction. Boreholes should not be advanced on utility cut patching. The locations of the boreholes should be shown clearly on a scaled plan map of the site under investigation.
- 1.21.4.3 The following factors should be considered while selecting borehole locations:
- (i) Visual sub-grade variability;
 - (ii) Significant pavement failures (rutting, fatigue cracking, settlement and faulting) which are often associated with sub-grade issues to diagnose the cause of these conditions; and,
 - (iii) Existing buried infrastructure.
- 1.21.4.4 Information regarding the sampler type, date and time of sampling, sample type and color, sample depth, ground water elevations, boreholes location, etc. should be shown in log form using notations and a graphical system. The log form should distinguish between visual

evaluations of soil samples in the field versus a more precise laboratory evaluation supported by tests. Detailed boring logs including the results of laboratory tests should be included in the geotechnical report.

- 1.21.4.5 Measure and identify pavement materials (thickness and types of pavement structure materials). Photograph core samples recovered from the pavement surface (concrete, asphalt or composite).
- 1.21.4.6 Visual identification of the soil must be reported at the following depths from the bottom of the proposed or the existing pavement – 0.6 m, 0.9 m, 1.2 m, 1.6 m, 2.0 m, and 2.5 m (if required). Ensure that each soil type encountered in the boreholes is identified. The visual identification should describe the existing pavement structure, if any, including the materials encountered and the layer thicknesses.
- 1.21.4.7 Backfill boreholes with granular fill. Patch pavement surface with an approved cold patch asphalt or rapid set cementitious product to match the surface pavement type.
- 1.21.4.8 Where significant embankments are proposed along the roadway, specific testing and recommendations for the fill materials and placement should be made including expected settlements, load compensation requirements, and potential buoyancy of the embankment. The size, complexity and extent of the testing program will depend primarily on the type, height and size of embankment as well as the expected imported soil conditions – confirm with the City's Consulting Contract Administrator.
- 1.21.4.9 For embankments less than 100 m in length, a minimum of two boreholes are required. For embankments more than 100 m in length, the spacing between boreholes along the length of the embankment should not exceed 75 m with a minimum of two (2) boreholes. Extend the boreholes depths to a minimum of 2 m ± 150 mm below the proposed sub-grade level. At critical locations and where embankment heights exceed 1.0 m, a minimum of two (2) boreholes are required in the transverse direction to define the existing geological conditions for stability analyses.
- 1.21.4.10 Laboratory Testing Program
- (iv) Determine the moisture content of the soils encountered in every borehole in accordance with ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass, at the following depths from the bottom of the proposed or existing pavement – 0.6 m, 0.9 m, 1.2 m, 1.6 m, 2.0 m, and 2.5 m (if required).
 - (v) Classify and test the anticipated sub-grade soil in accordance with Table 2. The sub-grade soil is the material on which the pavement structure will be built; 0.6 m, 0.9 m, and 1.2 m may be used for locals, collectors, and arterials, respectively – confirm with the City's Consulting Contract Administrator.

Table 2: Boreholes Testing Frequency

Lanes/Locals	Collectors	Arterials
<p>Number of boreholes = $0.1 \times (\text{Street area (m}^2\text{)})^{0.4}$</p> <p>A minimum of two boreholes should be tested per project location.</p>	<p>Number of boreholes = $0.1 \times (\text{Street area (m}^2\text{)})^{0.41}$</p> <p>A minimum of three boreholes should be tested per project location.</p>	<p>Number of boreholes = $0.1 \times (\text{Street area (m}^2\text{)})^{0.42}$</p> <p>A minimum of three boreholes should be tested per project location.</p>

- (vi) The testing program should include:

- ◆ Particle Size Analysis – ASTM D6913 Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis and

ASTM D7928 Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis;

- ◆ Atterberg Limits – ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils; and,
- ◆ California Bearing Ratio (CBR) – ASTM D1883 Standard Test Method for California Bearing Ratio (CBR) of Laboratory-Compacted Soils. CBR test shall be performed at 95% maximum dry density and optimum water content. All samples shall be soaked prior to testing.

(vii) The sub-grade classification should be in accordance with:

- ◆ ASTM D3282 - Standard Practice for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes; and,
- ◆ ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes.

1.21.5 The designer should consider the site-specific factors listed above for borehole locations while selecting testing location and frequency.

1.21.6 More advanced testing may be required depending upon site conditions including direct shear tests, triaxial tests, unconfined compressive tests, permeability tests, consolidation tests, point load tests, slaking tests, pinhole dispersion tests or other tests as deemed appropriate and justified by the designer – confirm with the City's Consulting Contract Administrator.

1.22 Rehabilitation Projects

1.22.1 For any rehabilitation projects (Concrete, Asphalt or Composite), measure and identify pavement materials (thickness and types of pavement structure materials). Photograph core samples recovered from the pavement.

1.22.2 For concrete rehabilitation projects, 150 mm-diameter cores shall be taken at joints to identify proper rehabilitation strategies (i.e. mill/fill, partial depth repair, full depth repair). The number and location of cores will be determined by the designer after visiting the site – confirm with the City's Consulting Contract Administrator. A minimum of two (2) cores shall be collected mid-slab to determine the existing pavement thickness and concrete strength in accordance with CSA A23.2-14C – wet condition.

1.22.3 Factors that should be considered while selecting pavement core locations include but are not limited to:

- (i) Significant variation in joint condition;
- (ii) Pumping slabs, cracks or distress and perceived moisture issues from side slopes/edge cracking; and,
- (iii) Significant changes in pavement structure thickness.

1.22.4 Non-destructive testing (i.e. Falling Weight Deflectometer and Ground Penetrating Radar) can be used to identify layer thicknesses and structural adequacy, load transfer at joints, and appropriate rehabilitation strategies, including partial depth repairs, full depth repairs, slab replacement, and overlays – confirm with the City's Consulting Contract Administrator.

APPENDIX C – NON DISCLOSURE AGREEMENT

APPENDIX D – CITY OF WINNIPEG PAVEMENT DESIGN GUIDE - DRAFT