



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 323-2026

**PROFESSIONAL CONSULTING SERVICES FOR THE PRELIMINARY DESIGN OF
RIVERBANK AND ROADWAY WORKS ALONG ROVER AVENUE**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR THE PRELIMINARY DESIGN OF RIVERBANK AND ROADWAY WORKS ALONG ROVER AVENUE

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 12, 2026.
- 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. ENQUIRIES

- B3.1 All enquiries shall be directed to the Consulting Contract Administrator identified in D2.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 Responses to enquiries which, in the sole judgment of the 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.
- B3.4 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.
- B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.
- B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

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

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

B5. ADDENDA

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

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal (Section A) in accordance with B7;
 - (b) Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B17.1(d);
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B17.1(e);
 - (c) Project Understanding and Methodology (Section E) in accordance with B17.1(f); and
 - (d) Project Schedule (Section F) in accordance with B17.1(g).
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B6.5 Proposal format, including number of pages for each section, font, etc., will not be regulated, except that the number of pages is limited to **twenty (20)** excluding covers, table of contents, and Form A. All other tables, drawings, photos and appendices are to be included within the **twenty (20)** pages limit. All pages shall be of size 8.5" x 11" except drawings, tables and schedules can be 11" x 17". Also, 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.
- B6.6 The Proposal shall be submitted electronically through MERX at www.merx.com.

B6.6.1 Proposals will **only** be accepted electronically through MERX.

B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B17.2.

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

B7. PROPOSAL (SECTION A)

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

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

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

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

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

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

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

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

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

B8. FEES (SECTION B)

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

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

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

- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Proposal shall include a Time and Expenses based fee allowance in the amount of \$10,000 for services related to the geotechnical site investigation as detailed in B21.1c)
- B8.5 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any traffic control, and expenses related to materials testing and sewer televising, as per E1. The amount for each disbursement shall be shown on Form P: Person hours as Type 1 Disbursement, which is to be included in the evaluated fee.
- B8.6 Proponents shall submit a budget estimate for any traffic control, and expenses related to laboratory materials testing and sewer televising 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.
- B8.7 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.
- B8.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.8.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D19. Any such costs shall be determined in accordance with D19.

B9. DISCLOSURE

- B9.1 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.
- B9.2 The Persons are:
- a) Kontzamani Graumann Smith MacMillan Inc.
- B9.3 Additional Material:
- a) Rover Ave Functional Design Memo
 - b) Rover Ave Traffic Calming Memo
 - c) Topographic Survey
 - d) Hydraulic Survey
 - e) Movement Monitoring Memo
- B21.1.1 These documents are available upon request from the Consulting Contract Administrator after completion of a Non-Disclosure Agreement. These documents will be released at the sole discretion of the City.
- B21.2 Non-Disclosure Agreement documents are included in Appendix C.

B10. CONFLICT OF INTEREST AND GOOD FAITH

- B10.1 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.
- B10.2 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.
- B10.3 In connection with their Proposal, each entity identified in B10.2 shall:
- a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the 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.
- B10.4 Without limiting B10.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B10.5 Without limiting B10.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:
- a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their 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 B10.4 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.

B10.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B11. QUALIFICATION

B11.1 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.

B11.2 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>

B11.3 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) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B11.4 and D5).

B11.4 Further to 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.

B11.5 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.

B11.6 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.

B12. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B12.1 Proposals will not be opened publicly.

B12.2 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.

B12.3 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).

B12.3.1 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.

B13. IRREVOCABLE OFFER

B13.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B13.2 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.

B14. WITHDRAWAL OF OFFERS

B14.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B15. INTERVIEWS

B15.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B16. NEGOTIATIONS

B16.1 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.

B16.2 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.

B16.3 If, in the course of negotiations pursuant to B16.2, 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.

B17. EVALUATION OF PROPOSALS

B17.1 Award of the Contract shall be based on the following evaluation criteria:

EVALUATION CATEGORY		WEIGHTING (%)
(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 B11;		Pass/Fail
(c) Fees; (Section B)		10
(d) Experience of Proponent and Subconsultants; (Section C) - 20% Total		
(i) Proposals should include details demonstrating the history and experience of the Proponent and Subconsultants in applicable professional consultant services as required in D4 and as defined in Appendix A for two projects of similar scope and complexity and/or similar size and complexity. For each project listed the Proponent should submit: a description of the project; role of the proponent; project's original contracted cost and final cost separated into design and construction costs as applicable; the year the project was completed; the project owner; and reference information (one current name with telephone number per project).		15
(ii) 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.		5
Note: Where applicable, Proposal should be separated into Proponent and Subconsultant project listings		
(e) Experience of Key Personnel Assigned to the Project; (Section D) - 25% Total		
(i) Describe your approach to overall team formation and coordination of team members. Include an organization chart for the Project. Identify the following Key Personnel assigned to the Project: Project Manager; Transportation Lead; Geotechnical Lead; Other Lead Personnel.		5
(ii) 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. For each person identified, list 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 B21.1(d), provide only the project name and the role of the key person. For other projects provide the following: description of project; role of the person; project owner; reference information (two current names with telephone numbers and email addresses per project)		20
(f) Project Understanding and Methodology (Section E); - 40% Total		
(i) 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		5

	Proponent will use in the delivery of this Project. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.	
(ii)	Proposals should address: the team's understanding of the broad functional and technical requirements; the team's understanding of the urban design issues; the proposed Project budget; the project schedule; 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; any other issue that conveys your team's understanding of the Project requirements.	10
(iii)	Methodology should be presented in accordance with the Scope of Services identified in D4. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project. The Proposal should explicitly list dates for all key meetings and list all the planned deliverables and their formats for the project and state any assumptions made with respect to the deliverables and the Scope of Services. The Proposal should also list all activities and services to be provided by the City.	20
(iv)	The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services. The total Fees on Form P: Person Hours should match Fees submitted in response to B8. Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B17.1(f)(iii). A sample of Form P: Person Hours can be found at https://winnipeg.ca/matmgt/templates/information.stm . The table should also include the cost of all applicable disbursements and any associated mark-ups. Subtotals should be provided summarizing the costs for each individual, each task, and each Phase of the assignment. For each person identified in B17.1(i)(i), list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D4.	5
(g) Project Schedule (Section F) - 5% Total		
(i)	Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services. The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the preliminary design phase of the Project. Reasonable times should be allowed for completion of these processes.	5

B17.2 Further to B17.1(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.

B17.3 Further to B17.1(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.

- B17.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B17.1(a) and B17.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B17.5 Further to B17.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B17.5.1 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
- B17.6 Further to B17.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.4.
- B17.7 Further to B17.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size.
- B17.8 Further to B17.1(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.
- B17.9 Further to B17.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B17.10 Further to B17.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B17.11 Notwithstanding B17.1(d) to B17.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B17.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B15.
- B17.13 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.

B18. AWARD OF CONTRACT

- B18.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B18.2 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.
- B18.2.1 Without limiting the generality of B18.2, 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.
- B18.3 The Services of this Contract is contingent upon Council approval of sufficient funding in the ^ Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Services, the City will have no obligation to award a Contract.

- B18.4 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B18.5 The City may, at their discretion, award the Contract in phases.
- B18.6 Further to B18.5 where future phases are identified in D4 Scope of Services, the City reserves the right to negotiate and award future phases to the successful Proponent.
- B18.7 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
- B18.7.1 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
- B18.8 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B18.9 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D19 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B18.10 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.
- B18.11 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:
J. Matthew Hildebrand, P.Eng.
Telephone No. 204 583-6453
Email Address: jonathanmhildebrand@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. BACKGROUND

- D3.1 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.
- D3.2 The Regional and Local Streets Program is the annual Capital street renewal program of the City of Winnipeg Capital Budget as adopted by Council.
- D3.3 The 2026 Capital Budget, which was adopted by Council on December 17, 2025, includes \$2,179,000 for the Rover Ave Project as part of the Regional Non-Accelerated Street Renewals. The adopted capital budget also includes an additional \$5,000,000 as part of the Riverbank Stabilization Program.
- D3.4 The limits of the of the preliminary design study shall be Rover Avenue from Michelle Jean Park/Hallet Street to Angus Street.
- D3.5 Technical background, current conditions, and possible improvements along limits specified in D3.4:
- a) Rover Avenue forms part of the North Winnipeg Parkway (NWP). The NWP is an important north-south active transportation route that connects communities located in the northern part of the City along the west bank of the Red River. Starting on the upstream end in the vicinity of The Forks, the route runs generally north (downstream) along Waterfront Drive in the East Exchange District as a riverbank pathway system. In Point Douglas, the route then proceeds north along Annabella Street, crossing Higgins Avenue, going under the Annabella Underpass of the CP Keewatin Subdivision, crossing Sutherland Avenue, and connecting to Rover Avenue. The route proceeds along Rover Avenue and offers a connection to Elmwood via the Disraeli Pedestrian Bridge, and passing under the Disraeli vehicular bridge. In March 2023, Council approved Rover Avenue to be designated as a permanent neighbourhood greenway with a reduced speed limit of 30 km/h in effect full time.
 - b) Rover Avenue at Hallet Street is experiencing both road and slope failures; riverbank improvements are required for this area. Targeted riverbank improvements (e.g. rock-filled columns) and/or erosion protection measures (e.g. rip-rap) will be limited to available funding limits outlined in D3.3.

- c) Rover Avenue from Disraeli Street to Annabella Street was recently reconstructed, and will not be considered for road renewal and/or riverbank stabilization as part of this assignment. Road renewals will be limited to available funding limits outlined in D3.3.
- d) No riverbank or road works shall be proposed within the limits of Manitoba Hydro's Remediation Project, which is in close proximity to the Disraeli Bridge. This work is anticipated to take place as early as 2029 and is currently in early stages of design. Coordination with Manitoba Hydro will be required to confirm scope of work.
- e) Reducing the roadway width of Rover Avenue to 6.5m may be desirable if this improves offloading the riverbank and reduces amount of stabilization required. Existing roadway width varies. Narrowing of the roadway will only be considered if it were to gradually taper down approaching Hallet Street and prior to the 90 degree turn.
- f) A raised pedestrian crossing may be desirable at the Disraeli Pedestrian Bridge, provided no roadway or curb realignment is required.
- g) Speed humps at appropriate spacing interval is desired, even in areas that are not subject to any road renewal.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of Preliminary Design of Riverbank and Roadway Works along Rover Avenue in accordance with the following:

- a) Reconstruction of existing asphalt pavement;
- b) Geotechnical improvements;
- c) Slope stabilization.

D4.1.1 The Services required under D4 shall be in accordance with the City's Project Management Manual <https://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.

D4.1.2 Unless otherwise specified below, Appendix A – Definition of Professional Consultant Services – Engineering shall be applicable to the provision of Professional Engineering Services for this Project.
Where the Services required include Contract Administration, Consultants shall pay particular attention to the revisions to Section 9.19 and 9.20.1 of the City's Project Management Manual in Addendum #8.

<https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3>

D4.2 Preliminary Design of Riverbank and Roadway Works along Rover Avenue will be confined to total available project funding as outlined in D3.3. The Consultant will be responsible for identifying what improvements may be completed within these budgets. Award for future phases (detailed design, contract administration and post construction services) is also subject to these budgets.

D4.3 The following shall apply to the Services:

- a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions
<https://www.winnipeg.ca/services-programs/trees-environment/climate-action/net-zero-community-design>
- b) Universal Design Policy
<https://www.winnipeg.ca/services-programs/accessibility/plans-policies>

- c) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
- d) Transportation Master Plan 2011;
<https://winnipeg.ca/publicworks/transportation/pdf/transportationMasterPlan/2011-11-01-TTRWinnipegTMP-Final-Report.pdf>
- e) Transportation Master Plan 2050 (ongoing), refer to:
- f) <https://winnipeg.ca/publicworks/transportation/transportationmasterplan.stm>
- g) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009);
- h) City of Winnipeg's Tree Removal Guidelines (latest edition);
- i) The current edition of The City of Winnipeg Standard Construction Specifications.
- j) Winnipeg Pedestrian and Cycling Strategies, <http://walkbike.winnipeg.ca>
- k) Current and best practices in pedestrian and cycling infrastructure design.
- l) City of Winnipeg's Project Management Manual and associated templates and processes;
<http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2>
- m) City of Winnipeg's Investment Planning Manual and associated templates and processes;
<http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2>
- n) City of Winnipeg Zoning By-law (200/2006);
- o) The Accessibility for Manitobans Act;
http://www.accessibilitymb.ca/pdf/accessibility_for_manitobans_act.pdf

D4.4 The funds available for this Contract are \$350,000, including the evaluated fee and all Type 1 and 2 Disbursements as described in B8.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- a) " **ROW** " means Right-of-Way;
- b) "**Supply Chain Disruption**" means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption.

D6. PRELIMINARY DESIGN

Geometric Design

- D6.1 Review existing and required roadway facility (roadway width, curbing, etc.). Rover Avenue is considered a low-volume Local Street from Hallet Street to Angus Street. Narrowing existing roadway to 6.5m and thereby offloading of the bank is desirable to reduce amount of riverbank stabilization that is required. No changes to roadway width shall be proposed between Disraeli Street and Annabella Street.
- D6.2 Provide the recommended geometric design criteria for City approval.
- D6.3 Review approach and intersection geometry and identify issues and opportunities for improvement.
- D6.4 Select and fully integrate appropriate pedestrian and cycling facilities.
- D6.5 The geometric design process should be concurrent with the slope stabilization to optimize designs.

- D6.6 Existing roadside aluminum balanced barrier (ABB) railing systems along the riverbank at all cross streets to remain.
- D6.7 Pre-existing sidewalk deficiencies (e.g. discontinuity, accessibility concerns, etc.) are located throughout the facility and are considered outside the scope of this study. Improvements to existing sidewalk to be based on condition only.
- D6.8 The design must accommodate emergency vehicle access.

Road Renewal

- D6.9 The Successful Proponent shall review and confirm the following road renewal assessment:
- a) Reconstruction:
 - (i) Rover Avenue – Hallet Street to Disraeli Street
 - (ii) Rover Avenue – Annabella Street to Angus Street

Topographic Survey

- D6.10 Topographic Survey
- a) Review existing topographic survey data (kmz file).
 - b) Conduct any topographic survey investigations along Rover Avenue as required to supplement existing survey information.

Geotechnical and Hydraulic Assessments and Design

- D6.11 Geotechnical Investigation and Assessment
- a) Review existing geotechnical engineering reports and data.
 - b) Conduct any geotechnical investigations along Rover Avenue as required to supplement existing geotechnical information. The Proposal shall include the methodology and justification for the proposed geotechnical investigation program. The proposed geotechnical investigation shall be sufficient to conduct the detailed design of any feasible alternative.
 - c) As per B8.4 an allowance shall be included in the fee proposal for expenses related to drilling additional test holes, insitu testing, collecting samples, testing samples, purchasing instrumentation, and installing instrumentation.
 - d) A detailed plan, including cost estimates, for the geotechnical investigation shall be submitted and approved by the Project Manager before commencing.
 - e) The Consultant's time and expenses associated with coordinating and supervising the investigation, analysing results, monitoring and reporting shall be included in the fixed fee in 0
 - f) Evaluate the stability of the existing slopes, including but not limited to the length of the riverbank along Rover Avenue within the study area described in D6.1, considering both existing and proposed conditions. Analysis shall be performed on an appropriate number of cross sections to be representative of the range of road alignments, topography and subsurface conditions.
 - g) Develop design alternatives to address risks associated with any slope instabilities identified, with consideration for relevant factors including, geometric constraints, potential impacts to private properties, riparian habitat, the sensitivity of at-risk assets to post-construction deformations etc.
- D6.12 Hydraulic Review
- a) Review existing hydraulic reports and data, as may be required for consideration in slope stability analysis, road design and structure design.

- b) Evaluate condition and extents of existing riprap erosion protection, and the need for supplemental erosion protection.
- c) Develop additional or supplemental erosion mitigation strategies for the site if deemed necessary.
- d) Assess impacts to channel hydraulics that may result from the works, and provide recommendation to mitigate unacceptable impacts.

Pavement Investigations

- D6.13 The Successful Proponent shall complete a road condition assessment, including geotechnical requirements as identified in Appendix B.

Other General Requirements

- D6.14 The Successful Proponent shall hold a total of up to 5 meetings with the City Project manager and members of the appointed City of Winnipeg Project Technical Steering Committee at project start up, and at other key times, including presentation of the findings of investigations, presentation of potential options and to gain concurrence of recommendations for the alternatives to be developed, prior to finalization of the preliminary design report.
- D6.15 The Successful Proponent will be responsible for:
- (d) Confirming the scope of work required using professional engineering judgement.
 - (e) Preparation of a schedule of goals, objectives and activities (Project Schedule) for the entire project, broken down into an acceptable and measurable level and provide comprehensive management of the project. Monitor and maintain the same in a manner acceptable to the City. Monthly status reports provided to the Project Manager should include but not be limited to:
 - (i) Progress on tasks since previous reports;
 - (ii) Planned accomplishments for next period;
 - (iii) Project schedule update;
 - (iv) Project budget update;
 - (v) Identify potential problems, risks, concerns, etc for the project.
 - (f) Developing a project Risk Management Plan, identifying risks and appropriate mitigation recommendations, as they relate to the successful completion of the project. Use the City of Winnipeg's Project Management templates at:
<https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#5>
 - (g) Review and incorporate regulatory requirements into the project plan and schedule. Obtain approvals from appropriate regulatory agencies as necessary.
 - (h) In consultation with the Project Manager, determining the extent to which site investigation is required.
 - (i) Field surveys.
 - (j) Acquiring and review of the historical and as-built drawings within Project limits from Underground Structures.
 - (k) Acquiring and review of historical information from all utilities within the Project limits.
 - (l) Acquiring related reports and historical information, where available, within the Project limits (i.e. Rover Avenue, etc.) and review as related to this Project.
 - (m) Referring to **E1** the Sewer Televising Guidelines for Public Works Projects, determining the extent to which the sewer infrastructure (a) requires inspections, and (b) in consultations with the Water & Waste Department, and the approval of the Project Manager, requires repair or renewal.

- (n) Water and Waste Department has indicated there are multiple cast iron water mains that will need to be renewed due to their age and capacity issues prior to road reconstruction in 2027.
- (o) Engaging the services of appropriate qualified Subconsultant personnel where additional services are required, including but not limited to:
 - (i) Site investigation (geotechnical services) as per Appendix B;
 - (ii) Materials testing services;
 - (iii) Closed circuit television (CCTV) sewer inspection as per E1;
- (p) Detailed review of access requirements for adjacent residents/businesses.
- (q) Construction staging plans that minimize disruption to the public. Assumptions should be stated in the proposal.
- (r) Providing project details and regular project updates to the Accela right-of-way coordination system.
- (s) Undertake pavement design analysis that recommends pavement structure and utilizes a life cycle cost analysis to determine the preferred option. Assumptions to the life cycle cost requirements will be reviewed by the City prior to analysis.
- (t) Identify and confirm property requirements and/or easements and provide necessary information to the City of Winnipeg to support the property acquisition or easement process including drawings if necessary. Under the City's conceptual plan, additional property acquisition is not anticipated.
- (u) Determine and assist the City in obtaining any regulatory requirements, including, but not limited to those with the City of Winnipeg Waterways, Manitoba conservation, Manitoba Water Resources, Navigable Waters, and Department of Fisheries and Oceans (DFO).
- (v) Develop an access management strategy for property access within and affected by the work in the project area;
- (w) Develop an erosion control and sediment mitigation plan.
- (x) Coordinate with utilities, other City Branches, Divisions and Departments, and get cost estimates from all stakeholders.

D6.16 Preliminary Design Report

- (a) Prepare and submit a preliminary design report outlining:
 - (i) the results of the investigations and assessments carried out,
 - (ii) options investigated, and
 - (iii) the recommended scope of work, complete with drawings Class 3 (expected accuracy of +30% to -20%) cost estimates in the form of a Basis of Estimate (BoE) document, complete with the Class of Estimate (CoE) document, traffic management plan during construction, risk assessment, proposed construction schedule, and stakeholder relations feedback.
- (b) The preliminary design report shall document all the findings of the preliminary design study. Four (4) hard copies along with an electronic PDF version properly bookmarked of the final report shall be submitted.

A draft report is to be submitted. The review period will be four (4) weeks. The report is to be finalized after incorporating feedback from the Consulting Contract Administrator.

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D7.1 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.

D7.1.1 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.

D7.1.2 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.

D8. UNFAIR LABOUR PRACTICES

D8.1 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.

D8.2 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.

D8.3 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.).

D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C14.

D8.5 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.

D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the 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.

D8.5.2 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 D8.5. 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.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 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.

D10. SAFE WORK PLAN

- D10.1 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.
- D10.2 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>

D11. INSURANCE

- D11.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D11.2 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 \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
 - b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - c) Professional Errors and Omissions Liability Insurance including:
 - (v) an amount not less than \$ 500,000 per claim and \$ 1,000,000 in the aggregate.

- D11.2.1 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.
- D11.3 The policies required in a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D11.4 The Consultant shall require any Consultants hired to perform geotechnical 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 a) and b).
- D11.5 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 a) and B21.1.1c).
- D11.6 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 D11.9.
- D11.7 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.
- D11.8 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.
- D11.9 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

D12. COMMENCEMENT

- D12.1 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.

D12.2 The Consultant shall not commence any Services until:
the Consulting Contract Administrator has confirmed receipt and approval of:

- (i) evidence of authority to carry on business specified in D9;
- (ii) the Safe Work Plan specified in D10; and
- (iii) evidence of the insurance specified in D11.

the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;

The direct deposit application specified in D17.1.

- D12.3 The City intends to award this Contract by July 13, 2026.

D13. CRITICAL STAGES

- D13.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

Submit a Preliminary Design Report for City review by September 18, 2026.

Submit a Final Preliminary Design Report by October 31, 2026.

D14. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D14.1 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.
- D14.2 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.
- D14.3 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.
- D14.4 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 D14.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D14.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D14.6 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.

D15. STAKEHOLDER RELATIONS AND TARGETED STAKEHOLDER CONSULTATION

- D15.1 In alignment with the City's Engage Winnipeg policy, public engagement is not required for this project.
- D15.2 Support the City in maintaining collaborate relationships with stakeholders and perform Targeted Stakeholder Consultation.

MEASUREMENT AND PAYMENT

D16. INVOICES

- D16.1 Further to C11, Consultant:
- 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 Consulting Contract Administrator on submission of its invoice.

D17. PAYMENT

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

DISPUTE RESOLUTION

D18. DISPUTE RESOLUTION

- D18.1 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 D18.
- D18.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted".
- D18.3 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.
- D18.4 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.
- D18.4.1 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.
- D18.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D18.4.3 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.
- D18.4.4 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 D18.4.3, 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

D19. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D19.1 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.

D19.2 For the purposes of D19:

- 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.

D19.3 Modified Insurance Requirements

D19.3.1 If not already required under the insurance requirements identified in D11, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.

D19.3.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D19.3.3 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D19.3.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D19.4 Indemnification By Consultant

D19.4.1 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.

D19.4.2 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;

D19.4.3 in relation to this Contract or the Work.

D19.5 Records Retention and Audits

D19.5.1 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.

- D19.5.2 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 D19.5.1 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.

D19.6 Other Obligations

- D19.6.1 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.
- D19.6.2 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.
- D19.6.3 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.
- D19.6.4 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.
- D19.6.5 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.
- D19.6.6 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. SEWER CONDITION ASSESSMENT & CCTV GUIDELINES (2017)

- E1.1 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 Clause E1.2.
 - b) Review existing CCTV inspections shown in SMS and new CCTV inspections performed in accordance with Clause F4.2;
 - 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;
 - f) Provide a rehabilitation summary and the new CCTV inspections and corresponding defect coding to WWD Asset Management Branch for review and approval.
- E1.2 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 exist;
- E1.3 For any uncertain situations and/or locations, contact the City Project Manager.
- E1.4 The Consultant is required to coordinate the sewer inspection contract and communicate the results to WWD Asset Management Branch in accordance with Clause F4.1. 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
- E1.5 Provide the post repair CCTV inspections and corresponding defect coding to WWD Asset Management Branch.

APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES - ENGINEERING

1. DEFINITIONS

- 1.1 “Consulting Engineer” means the Professional Engineer or Professional Engineering firm engaged by the City to perform Consulting Engineering Services as described herein and within the Scope of Services of a Contract. The “Consulting Engineer” will hold and maintain, for the duration of the Project, a Certificate of Authorization from the Engineers Geoscientists Manitoba (EGM) in the “Practicing Entity” category.
- 1.2 “Professional Engineer” means an individual engineer registered to practice in the Province of Manitoba by the Engineers Geoscientists Manitoba (EGM), as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and the by-laws of the Engineers Geoscientists Manitoba.
- 1.3 “Professional Engineering” means the practice of professional engineering in the Province of Manitoba, as governed by the Engineering and Geoscientific Professions Act of the Province of Manitoba and the by-laws of the Engineers Geoscientists Manitoba (EGM).
- 1.4 “Seal” means 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.

2. INTRODUCTION

- 2.1 Further to the General Conditions for Consultant Services, it is the intent of this Appendix 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.

3. GENERAL REQUIREMENTS OF PROFESSIONAL ENGINEERS

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

4. PROFESSIONAL ENGINEERING SERVICES – ADVISORY SERVICES

- 4.1 Advisory services have been referred to by the City of Winnipeg as “Type 1 Services”
- 4.2 Advisory services are normally not associated with or followed by preliminary design and/or design services.

4.3 Advisory services include, but are not limited to:

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

5. PROFESSIONAL ENGINEERING SERVICES – PRELIMINARY DESIGN

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

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

5.2 Preliminary design services include, but are not limited to:

- a) Preliminary engineering studies;
- b) Engineering investigations;
- c) Surface and subsurface site explorations, measurements, investigations, and surveys;
- d) Operational studies including drainage studies, traffic studies, and noise attenuation;
- e) Functional planning;
- f) Formal and/or informal consultations with stakeholders and/or the general public
- g) Physical, economical (capital and operating) and environmental studies including evaluation, comparison, and recommendation regarding alternative preliminary designs;
- h) Special applications to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto and appearance before same in support of the application;
- i) Identification of the necessary authorizations from regulatory authorities and/or public agencies and determination of any related impacts and/or risks to the Project;
- j) Coordination with all the utilities including (but not limited to) hydro, telephone, gas, telecoms, fibre optics, traffic signals and other City or developer works with respect to location, relocation, construction and/or reconstruction;
- k) Preparation and submission of a report and appropriate drawings to the 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.

6. PROFESSIONAL ENGINEERING SERVICES – DETAILED DESIGN

- 6.1 Detailed Design services have been referred to by the City of Winnipeg as “Type 3 Services”
- 6.2 Engineering services for detailed design normally involve preparation of detailed designs, construction contract specifications and drawings, analysis of bids and recommendations regarding construction contract award.
- 6.3 Detailed design services include, but are not limited to:
 - a) Addressing alternative methods of accommodating; relocating; avoiding, and/or protecting utilities and railways; proposing alternative methods of solution, reviewing same with the appropriate regulatory approval agencies and stakeholders;
 - b) Application to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto, and appearance before same in support of the application;
 - c) Formal and/or informal consultations with stakeholders and/or the general public;
 - d) Preparation and submission of detailed engineering calculations, drawings, and criteria employed in the design(s), securing review of and acceptance by the Consulting Contract Administrator;
 - e) Submission of engineering drawings and plans for circulation through the Underground Structures process;
 - f) Preparation of detailed engineering drawings, specifications and bid opportunity 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 bid opportunity advertising period and, subject to acceptance by the Consulting Contract Administrator, issuing addenda to the bid opportunity 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.

7. PROFESSIONAL ENGINEERING SERVICES – CONTRACT ADMINISTRATION

- 7.1 Contract Administration services have been referred to by the City of Winnipeg as “Type 4 Services”
- 7.2 Engineering services for Contract Administration are associated with the construction of a Project and include the office and field services required to ensure the execution of the Project in accordance with the intent of the City and in conformance with the particulars of the drawings and specifications.
- 7.3 Engineering services for Contract Administration can be generally divided into NON-RESIDENT and RESIDENT services.
- 7.4 NON-RESIDENT Contract Administration services include but are not limited to:
 - (a) Consultation with and advice to the Consulting Contract Administrator during the course of construction;

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

7.5 RESIDENT Contract Administration services include but are not limited to:

- a) Provision of qualified resident personnel – acceptable to the Consulting Contract Administrator – present at the Project site to carry out the services as specified below:
 - i. inspection of all pipe prior to installation;
 - ii. inspection and acceptance of excavation for, and full time inspection at the time of bedding placement, pipe laying and backfilling in respect of installation of watermains, land drainage sewers, and wastewater sewers;
 - iii. inspection of installation of all connections to watermains, sewers, manholes, valves, hydrants or house services, and excavation and/or exposing of all underground services, structures, or facilities;

- iv. inspection of all excavations to determine soil adequacy prior to installation of base and subbase courses for sidewalks, public back lanes, and street pavements;
- b) Further to 7.5a), 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 watermain 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;

8. PROFESSIONAL ENGINEERING SERVICES – POST CONSTRUCTION SERVICES

- 8.1 Engineering Services in the post-construction phase of a Project are associated with the completion and close-out of the Project and generally considered part of Contract Administration (Type 4) Services.
- 8.2 The Consulting Engineer is required to provide post-construction services including but not limited to:
- a) Preparation of a Certificate of Substantial Performance in the standard City of Winnipeg format
 - b) Preparation of a Certificate of Total Performance in the standard City of Winnipeg format
 - c) Provision of inspection services during the warranty period of the construction contract;
 - d) Provision of inspection services for maintenance (paid) items within the warranty period of the construction contract;
 - e) Coordination of a detailed inspection of the Project with the construction contractor and the 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.

9. PROFESSIONAL ENGINEERING SERVICES – ADDITIONAL SERVICES

- 9.1 Additional Services have been referred to by the City of Winnipeg as “Type 5 Services”
- 9.2 Additional services are Consulting Engineering services that fall outside those described above and may or may not be associated with a construction project, but are not in place of or in substitution for those services elsewhere specified in the *Definition of Professional Consultant Services – Engineering*, with respect to other types or categories of Services.
- 9.3 Engineering Services called Additional Services include but are not limited to:
- a) Revision of completed, or substantially completed, drawings and/or specifications that were in conformance with the original intent of the City or had been accepted by the Consulting Contract Administrator;
 - b) Preparation of operating manuals and/or training of operating personnel;
 - c) Start-up and/or operation of operating plants;
 - d) Procurement of materials and equipment for the City;
 - e) Preparation for and appearance in litigation on behalf of the City;
 - f) Preparation of environmental studies and reports and presentation thereof in public hearings;
 - g) 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 PROJECTS

SITE INVESTIGATION REQUIREMENTS FOR PUBLIC WORKS STREET PROJECTS (2021)

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 Project Manager.

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.

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 Project Manager should be notified of any unusual conditions or difficulties encountered, and any changes made in the investigation program.

New Construction and Reconstruction Projects

The number of boreholes can be calculated using Table 1.

Table 1 : Number of Boreholes and Depths

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

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.

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.

The following factors should be considered while selecting borehole locations:

- Visual sub-grade variability;
- 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,
- Existing buried infrastructure.

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.

Measure and identify pavement materials (thickness and types of pavement structure materials).
Photograph core samples recovered from the pavement surface (concrete, asphalt or composite).

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.

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.

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 Project Manager.

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 $\pm$ 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.

Laboratory Testing Program

- a) 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).
- b) 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 Project Manager.

Table 2: Boreholes Testing Frequency

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

- c) The testing program should include:
 - (i) 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;
 - (ii) Atterberg Limits – ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils; and,
 - (iii) California Bearing Ratio (CBR) – ASTM D1883 Standard Test Method for California Bearing Ratio (CBR) of Laboratory-Compacted Soils. CBR test shall be performed at 100 % maximum dry density and optimum water content. All samples shall be soaked prior to testing.

- (iv) The sub-grade classification should be in accordance with:
 - (v) ASTM D3282 - Standard Practice for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes; and,
 - (vi) ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes.
- d) The designer should consider the site-specific factors listed above for borehole locations while selecting testing location and frequency.
 - e) 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 Project Manager.

Rehabilitation Projects

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.

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 Project Manager. 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.

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

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

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 Project Manager.

APPENDIX C – NON-DISCLOSURE AGREEMENT