



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 352-2026

**PROFESSIONAL CONSULTING SERVICES FOR ST. MARY'S ROAD (ST. ANNE'S
RD TO TACHE AVE) – STUDY OF POTENTIAL TRAFFIC FLOW IMPROVEMENTS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR ST. MARY'S ROAD (ST. ANNE'S RD TO TACHE AVE) – STUDY OF POTENTIAL TRAFFIC FLOW IMPROVEMENTS

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 27, 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 will be regulated as follows.
- Proposals should:
- (a) Contain a table of contents preferably with clickable section headings;
 - (b) have a font size to a maximum 12-point Arial or equivalent combination of font and size, single spaced;

- (c) be legible when viewed in a PDF reader (the use of scanned or otherwise low-resolution images is discouraged).
- (d) Include page numbering;
- (e) be prepared using a page size of 8.5" x 11", with 11" x 17" pages permitted for drawings, schedule, organizational chart, Form P (or equivalent), and for experience and qualifications of proponent, subconsultants and key personnel assigned to the project when presented in a tabular format.
- (f) Be limited to thirty (30) 8.5" x 11" size pages, noting the following:
 - (i) Cover page, cover letter, table of contents, and Form A shall not count towards the page limit;
 - (ii) 11" x 17" pages, when used where permitted in accordance with B6.5(e) shall count as a single page.

B6.6 Proposals 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. 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 D3.1 Scope of Services.

B8.1 The Proposal shall include a Time Based Fee schedule calculated on a time basis for all disciplines and/or phases identified in D4 Scope of Services.

B8.2 The Proposal shall include a Percentage Based Fee calculated on a percentage basis for all disciplines and/or phases identified in D4 Scope of Services and based on the estimated Final Total Construction Cost.

B8.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B8.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B8.4 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.

B8.5 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

B8.6 The Fee Proposal shall not include costs for the following:

- (a) Geotechnical investigation costs for subsurface pavement structure exploration, as this is not part of the study scope.
- (b) Sewer televising costs, as this is not part of the study scope.
- (c) Legal surveying and preparation of the Title Plot. Refer to D7.3.

B8.7 Further to B8.1, Proponents shall submit a budget estimate for any traffic control, and expenses related to laboratory materials testing, exploratory televising, and hydro excavation 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.

B8.8 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.

B8.9 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

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) N/A

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 D5.1).

- B11.4 Further to B11.3(f), the Proponent acknowledges that they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- 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 B17;		Pass/Fail
(c) Fees; (Section B)		10
(d) Experience of Proponent and Subconsultants; (Section C) - 20% Total		
Proposals should include: (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing functional and preliminary design services on three projects of similar complexity, scope and value. For each project listed above, the Proponent should submit: (a) description of the project; (b) role of the consultant; (c) project's original contracted cost and final cost; (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately); (e) project owner; (f) reference information (one current name with telephone number and email address per project). 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.		20
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	
Describe your approach to overall team formation and coordination of team members. Include an organizational chart for the Project. Identify the following Key Personnel assigned to the Project: (a) Principals-in-charge (b) Project Manager; (c) Consultants Representatives (d) Manager/Lead of Key Disciplines (e) Lead Designers (f) Technical Support Staff making significant contributions to the Project. Submit the experience and qualifications of the Key Personnel identified above. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred above. The level of effort of the Key Personnel presented in the proposal will be considered in evaluating the experience and qualifications.	15
For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B17.1(d), provide only the project name and the role of the key person. For other projects provide the following: (a) Description of project; (b) Role of the person; (c) Project Owner; (d) Reference information (one current name with telephone number and email address per project).	10

(f) Project Understanding and Methodology (Section E) – 35% Total	
Describe your firm’s project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project. Methodology should be presented in accordance with the Scope of Services identified in D5 to D9 Proponents should describe their methods for quality control and quality assurance. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project. Proposals should address: (a) the team’s understanding of the broad functional and technical requirements including but not limited to the team’s understanding of traffic analysis, geometric design, urban design, construction staging, access and right-of-way management, pedestrian and cycling accommodation, road safety, municipal design, land drainage design, transit integration, stakeholder discussions and property acquisition; (b) 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. (c) the proposed Project budget; (d) 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; (e) any other issue that conveys your team’s understanding of the Project requirements.	20
Methodology should be presented in accordance with the Scope of Services identified in D4. A table similar to the “Person Hours” Form P, should be included that details an outline of the work program for all Phases of the assignment including the hourly rate and estimated time for each individual and each task. 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. 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 above. A sample of Form P: Person Hours can be found at https://winnipeg.ca/matmgt/templates/information.stm For each person identified in 0, list the percent of the person’s time to be dedicated to the Project in accordance with the Scope of Services identified in D3.1.	15

(g) Project Schedule. (Section F) – 10% Total	
(i) Present 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.	5
(ii) The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.	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 D4.3.
- 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(d), 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 D3.1 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 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.
- B18.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 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:
Ryan Munro C.E.T.
Telephone No. 204 986-5515
Email Address: rmunro@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 On January 29, 2025, Council adopted the 2025 Capital Budget which includes \$495,000 in funding for the *St. Mary's Rd - St. Anne's Rd to Tache Av - Study of potential traffic flow improvements*.
- D3.3 The objective of this study will be to identify potential traffic flow and road safety improvements that can be implemented in the short to medium term at lower cost and without substantial changes to the St. Mary's Road right-of-way.
- D3.4 The 1.5 km segment of St. Mary's Road between Morier Avenue and Tache Avenue is a four-lane undivided road. It is bookended by a six-lane cross-section to both the north and south which results in a bottleneck in this segment. The average daily traffic on this segment is 40,400 which is very high for a four-lane undivided roadway resulting in congestion and extreme travel time unreliability when even minor events occur.
- D3.5 The Winnipeg Transit Master Plan identifies this segment of St. Mary's Road as being part of the future rapid transit network. The TMP2050 also identifies this as a Rapid Transit Dependent Multi-Modal Corridor (Map 4). It currently has Frequent Express bus service (FX2). However, implementing rapid transit service on this segment of St. Mary's is not a current high priority for transit. The future Rapid Transit study will have a larger scope to re-envision the corridor.
- D3.6 The TMP2050 (Map 9) identifies this segment of St. Mary's Road as a short-term road improvement need (2024-2033) with the footnote "St. Mary's Road was advanced to the short term to undertake a corridor analysis study"
- D3.7 Significant changes to the roadway cross-section and right-of-way are not to be considered as part of this study. A future Rapid Transit study will be completed for the St. Mary's corridor when prioritized by Transit. Considerations for incorporating cycling infrastructure will also be considered as part of the future Rapid Transit study.
- D3.8 Parking regulation changes were recently approved to change the 3:30 p.m. to 6 p.m. afternoon peak period No Stopping restriction on southbound St. Mary's Road from Marion Street to Vivian Avenue so that it is 3 p.m. to 6 p.m. Additional information is available here: [https://dmis.winnipeg.ca/permalink/meeting/M20251203\(RM\)PW-22](https://dmis.winnipeg.ca/permalink/meeting/M20251203(RM)PW-22)

- D3.9 The Marion Street Corridor Improvements Study was received by Council on July 17, 2025. The design drawings include a section of St. Mary's Road between Goulet Street and Eugenie Street. Additional information is available here:
[https://dmis.winnipeg.ca/permalink/meeting/M20250717\(RM\)C-156](https://dmis.winnipeg.ca/permalink/meeting/M20250717(RM)C-156)
- D3.10 The Rapid Transit Downtown Corridors Preliminary Design Study is currently on-going. The Study Area includes analysis of on-street rapid transit infrastructure on Main Street/St. Mary's Road from Marion Street to Portage Avenue.
- D3.11 The limits for the study area are St. Mary's Road between Eugenie Street to St. Anne's Road. When evaluating the transit diamond lane operations, the northbound segment of St. Mary's Road between Eugenie Street and Marion Street will also be considered.

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of Professional Consulting Services in accordance with the following:
- D4.1.1 The ST. MARY'S ROAD (ST. ANNE'S RD TO TACHE AVE) – STUDY OF POTENTIAL TRAFFIC FLOW IMPROVEMENTS (RFP 253-2025) as outlined D5 through D8. The Services required under D4 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>. Notwithstanding the foregoing, the Consultant is being engaged by the City for 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.
- D4.2 The following shall apply to the Services:
- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
 - (b) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
 - (c) Should this project include a public engagement aspect, it will be required to meet: Public Engagement Guidelines
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>
 - (d) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
 - (e) TAC Canadian Guide for In-Service Road Safety Reviews (2004);
 - (f) TAC Canadian RSA Guide (2001);
 - (g) City of Winnipeg's Transportation Standards Manual (Draft 2012);
 - (h) City of Winnipeg's Accessibility Design Standards (latest edition);
http://winnipeg.ca/ppd/Universal_Design.stm
 - (i) The Accessibility for Manitobans Act;
http://www.accessibilitymb.ca/pdf/accessibility_for_manitobans_act.pdf
 - (j) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009);
 - (k) City of Winnipeg's Tree Removal Guidelines (March 2014);
 - (l) The current edition of The City of Winnipeg Standard Construction Specifications.
 - (m) Winnipeg Pedestrian and Cycling Strategies,
[https://dmis.winnipeg.ca/permalink/meeting/M20250626\(RM\)C-98](https://dmis.winnipeg.ca/permalink/meeting/M20250626(RM)C-98)

- (n) Current and best practices in pedestrian and cycling infrastructure design.
- (o) Canadian Highway Bridge Design Code, CSA S6-14.
- (p) Ontario Structures Inspection Manual (OSIM), latest edition.
- (q) City of Winnipeg Culvert and Drainage Inlet/Outlet Safety Guidelines
<https://legacy.winnipeg.ca/waterandwaste/pdfs/drainageFlooding/safetyguidelines.pdf>
- (r) OurWinnipeg,
<https://www.winnipeg.ca/building-development/city-planning-design/ourwinnipeg/ourwinnipeg-2045>
- (s) Complete Communities Direction Strategy;
<https://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=1&DocId=8221>
- (t) Transportation Master Plan 2050;
[https://dmis.winnipeg.ca/permalink/meeting/M20250626\(RM\)C-97](https://dmis.winnipeg.ca/permalink/meeting/M20250626(RM)C-97)
- (u) Winnipeg Transit Master Plan, as adopted by Council on April 29, 2021;
[Winnipeg Transit Master Plan](#)
- (v) Winnipeg Road Safety Strategic Action Plan
<https://engage.winnipeg.ca/11882/widgets/62315/documents/85912>
- (w) City of Winnipeg Brand Guidelines:
<https://www.winnipeg.ca/finance/findata/matmgt/documents/2019/544-2019/544->

D4.3 The funds available for this Contract are \$390,000.00 excluding allowances that may be added to the contract upon award.

D5. GENERAL REQUIREMENTS

D5.1 The requirements stated herein shall apply to all phases of work.

D5.2 Consulting Services shall be generally consistent with Type 1 and Type 2 service as outlined in Appendix A. Services shall include but not be limited to the items listed in D5 through D8.

D5.3 Project Management, Quality Control / Quality Assurance

- (a) Prepare and facilitate a Project Chartering session to produce a Project Charter and a Project Management Plan at project commencement. Update the Project Management Plan on an as-required basis.
- (b) Prepare and maintain a deliverables submission schedule.
- (c) Prepare and maintain a stakeholder list.
- (d) Prepare working papers for key elements and present results and recommendations to the City of Winnipeg and gather feedback.
- (e) All deliverables shall be submitted in draft format to the Project Manager for review for comment prior to issuing as final.

D5.4 Project Meetings

- (a) Hold meetings with the City Project Manager at project start up, and at other key times including: presentation of the findings of the investigations, presentation of potential options and to gain concurrence of recommendations for the design, and during finalization of the preliminary design report.
- (b) A list of key meetings with dates should be included in the Proposal.
- (c) ongoing communication, consultation and coordination with all affected stakeholders and public relations activities, where required.

- (d) Consultant shall hold other meetings as required and as needed, and as a minimum, on a bi-weekly basis, to ensure that the City Project Manager is up to date on all issues and progress of the Project.
- (e) Prepare minutes of all meetings conducted for the project record.
- (f) Implement QC / QA program during the course of the project.

D5.5 Monthly Status Reports

- (a) The Consultant shall submit a written Monthly Status Report every month to the City Project Manager during the course of the project. The status reports shall include:
 - (i) Progress on tasks since previous report;
 - (ii) Planned accomplishments for the next period;
 - (iii) Project schedule update;
 - (iv) Project budget update; and
 - (v) List concerns, potential problems, risks, etc., for the project.

D5.6 Information Provided by the City

- (a) The following information will be provided to assist in completion of this study:
 - (i) As-built drawings of existing structures and works where available.
 - (ii) Existing technical reports and memos.
 - (iii) Underground Structures Records within the study area.
 - (iv) Property lines and City Services (base plans) in CAD format.
 - (v) Aerial photography
 - (vi) Traffic count data

D6. PART 1 – ASSESSMENTS AND FUNCTIONAL DESIGN STUDY

D6.1 Project Initiation Meeting

- (a) Hold Project Initiation Meeting.

D6.2 Data Collection

- (a) Review existing record drawings, reports, traffic data, and other information that will be provided by the City to establish relevant information.
- (b) Carry out topographic surveys, inspections and site information gathering.

D6.3 Utility Assessments

- (a) Identify any and all underground and above ground utility infrastructure (including both City of Winnipeg assets and third-party utility infrastructure) that may be impacted by the work. Coordinate with utility agencies throughout the project for any protection, modification or relocation that may be required.
- (b) Secure utility locates for any subsurface investigations.

D6.4 Traffic Study

- (a) A Traffic Study is to be completed to determine traffic operational conditions. Synchro Software will be used to identify capacity constraints and evaluate improvements.
- (b) Traffic analysis will be completed for AM and PM peak periods at a 5-year time horizon (2031 traffic volume forecasts).
- (c) Conduct traffic signal/half signal/pedestrian corridor warrant analysis at locations where appropriate, considering the needs of all users. Analyze existing and proposed intersection configurations to identify intersection improvements.
- (d) The Traffic Study is to include site observations and other data sources to identify key travel time delay sources.
- (e) Traffic Study reporting will include:

- (i) Synchro files for all scenarios (to be reviewed and commented on by city staff)
- (ii) 90% Draft Traffic Study report
- (iii) Final Traffic Study report

D6.5 In-Service Road Safety Review

- (a) Conduct an In-Service Road Safety Review (ISRSR) of existing conditions to identify safety issues within the study area and inform functional design improvement options for all modes. The ISRSR should be conducted in accordance with the TAC Canadian Guide for ISRSRs (2004).
- (b) The Consultant shall work collaboratively with the Road Safety Branch.
- (c) The ISRSR should identify short to medium term, lower cost improvements that can be implemented within the scope of this project, without substantial changes to the St. Mary's Road right-of-way. Significant geometric improvements and high-cost items are out of scope and do not need to be addressed.
- (d) A team consisting of at least two (2) engineering professionals with road safety experience are required to conduct the ISRSR. The team does not need to be independent from the design team.
- (e) The ISRSR will include a 5-year collision analysis using the most recently available data, as well as a review of available network screening information within the study area. The collision data will be provided in a new format that is more user friendly. One Excel workbook will contain a table of individual collision records, a table of individual victim records, and auto-populated graphs and tables showing collision configuration, severity, and temporal distributions. Proponents may request a sample of the data from the Contract Administer to inform their proposals.
- (f) The ISRSR will include day and night site observations to assist in identifying key road safety issues. The timing of site visits should be informed by the collision analysis. Site visits should focus on signalized intersections, pedestrian crossings, and problematic midblock access points.
- (g) The ISRSR should qualify the risk level of each identified safety issue and where possible, quantify the potential benefit of each proposed countermeasure.
- (h) ISRSR reporting will include:
 - (i) 90% Draft ISRSR report
 - (ii) Final ISRSR report
 - (iii) Summary table showing each road safety issue, issue description, risk qualification, proposed countermeasure(s), potential benefit, and overall priority.

D6.6 Traffic Improvement Considerations

- (a) Investigate opportunities for intersection geometry, lane configuration, and traffic signal timing improvements at St. Mary's and Tache intersection.
- (b) Investigate potential for peak period turn restrictions at intersections throughout the corridor and identify potential opportunities to create new left turn bays at key locations in each direction.
- (c) Opportunities for access control may include constructing medians, closing existing median openings, closing driveways, and prohibiting turns.
- (d) Investigate lane widths along corridor and the potential improvements such as installation of a median (painted or raised) or other treatments to narrow lanes.
- (e) Review of the lane configurations along the corridor for improvements.
- (f) Review of traffic signal locations and access into/out of communities on either side of St. Mary's.
- (g) Widening within the study to a six lane cross section is considered out of scope.
- (h) Review, assess, and recommend potential for reversible lanes (i.e., 3 lanes northbound during AM peak and 3 lanes southbound during PM peak).

- (i) Review, assess, and recommend any changes to curbside parking and loading regulations.

D6.7 Pedestrian Considerations

- (a) Consider pedestrian improvements throughout the study area including but not limited to sidewalks, network connections, and crossing improvements. These will be considered from the perspective of safety, accessibility, comfort, convenience and placemaking.

D6.8 Transit Considerations

- (a) Development of design options shall be coordinated with Transit to determine future planned Transit routing in the project area and desired transit stop locations.
- (b) Development of design options shall include transit stop locations with considerations for accessibility, amenities, and connectivity with other mode uses.
- (c) Review of existing transit diamond lane operations on northbound St. Mary's from Tache to Marion.
- (d) Development of design options shall consider potential Transit Priority improvements.

D6.9 Property Requirements

- (a) Property acquisition is generally out of scope but some key minor property acquisitions may be considered (e.g., corner cuts, grassed areas, or parking lots).
- (b) If property acquisitions is required:
 - (i) Prepare a Property Requirement drawing to identify likely property requirements.
 - (ii) Assessment of property values is not required and should not be secured by the Consultant as part of the functional design. The Real Estate and Land Development Division will provide the estimated property acquisition costs for the Class 4 estimate

D6.10 Functional Design Options

- (a) Working closely with the Project Manager, develop any number of conceptual options, schematics, alternatives and ideas for potential improvement options that can be implemented in the short to medium term at lower cost and without substantial changes to the St. Mary's Road right-of-way.
- (b) It is anticipated that potential improvements are not complete changes to the corridor throughout the length of the study area but rather spot improvements at individual intersections or shorter roadway segments. Multiple conceptual options will be prepared at multiple individual sites within the study area.
- (c) Refine and develop functional design drawings of any number of feasible options.
- (d) In consultation with the Project Manager, establish evaluation criteria and evaluate the improvement options.
- (e) Recommend one overall design for the study area to be advanced to preliminary design. It is anticipated that the recommended overall design will likely be spot improvements at multiple individual intersections and/or shorter roadway segments within the study area (not a complete change to the entire study area corridor).

D6.11 Functional Design Report

- (a) Prepare and deliver a functional design report documenting the findings of Part 1 of the study. Allow two weeks for review and comment by the City.
- (b) Assist the City to develop a project webpage on the City's Webpage. Consultant to provide materials and coordinate as necessary.

D7. PART 2 - PRELIMINARY DESIGN

- D7.1 Expanding on the constraints and opportunities identified in Part 1 and as further described herein, advance all elements of the selected design improvements. Prepare preliminary design drawings for one overall design of selected improvements.

- D7.2 Liaise with third party utility agencies to complete preliminary design and cost estimates for relocation or modification of existing utility infrastructure, if required.
- D7.3 Prepare an updated Property Requirement drawing to identify property requirements for the recommended works, and facilitate the acquisition process. Dimensioning of property requirements shall be referenced off existing property lines.
- D7.4 Update the project risk assessments prepared in Part 1 and prepare a Risk Registry.
- D7.5 Rank the recommended improvements based on the cost per improvement balanced with the measurable improvements.
- D7.6 Develop a Class 3 cost estimate (expected accuracy +30% to -20%) for the proposed works. Prepare the cost estimate using the City's Basis of Estimate template provided. The cost estimate shall include a cash flow (time-value of money) analysis for expenditures in future years.
- D7.7 Hold a meeting to:
 - (a) present the draft preliminary designs for improvements; and,
 - (b) receive further input from the City of Winnipeg on the draft preliminary design.
- D7.8 Assist the City to update the project webpage on the City's Webpage. Consultant to provide materials and coordinate as necessary.
- D7.9 Prepare a preliminary design report documenting the results and findings of Part 1 and Part 2 of the Study, conclusions, and recommendations. Append supporting discipline-specific reports as needed.
- D7.10 Include any and all associated ancillary services required to successfully complete the assignment to the satisfaction of The City of Winnipeg.

D8. PUBLIC AND STAKEHOLDER COMMUNICATIONS

- D8.1 General Requirements
 - (a) The primary goal of communications and outreach on this project will be twofold: (1) to gather information from stakeholders regarding their needs, and (2) to inform the public of the study, its progress and its outcomes.
 - (b) The consultant shall work collaboratively with the Public Works Communication Officer on all communications and outreach aspects.
 - (c) The consultant shall prepare a communications and outreach strategy that includes provisions for and development of all communications and outreach deliverables. This must be in plain language and according to the City of Winnipeg's strategy document template.
 - (d) The City will cover expenses for public and stakeholder outreach activities, including, for example, venue rental charges, equipment rental, catering for refreshments, translation, printing, postage, courier, newspaper advertising, photocopying subject to prior approval of costs by the Project Manager. Wherever possible, City facilities will be used to host public events.
- D8.2 Public and Stakeholder Communications and Outreach Expectations
 - (a) Targeted stakeholder meetings will be required. It is anticipated that aspects of the project may result in property acquisition and modifications to access for multiple stakeholders. When necessary, one on one, or group meetings where appropriate shall be facilitated by the Consultant. These stakeholders include, but are not limited to: Norwood Biz, Old St. Boniface Biz, Nelson McIntyre Collegiate.
 - (b) Phase 1: Pre-functional design

- (i) Includes meetings with key stakeholders to explain the overall project and they are asked to share feedback and perspectives on perceived issues.
- (c) Phase 2: Preliminary design
 - (i) Presents the preliminary design to stakeholders, shares what was heard during initial outreach and how that feedback was considered.
 - (ii) The Consultant shall host one public information session in collaboration with the project team.

D8.3 Public and Stakeholder Communication Deliverables

- (a) The consultant shall develop and provide the following communications and outreach deliverables:
 - (i) A public and stakeholder outreach and communications strategy
 - (ii) Stakeholder mapping
 - (iii) Project webpage content and updates
 - (iv) Monitored project email address
 - (v) Digital information package
- (b) The Consultant shall prepare all plans and materials for the public information session in consultation with the Public Works Communication Officer. The Consultant shall make the necessary revisions/updates to material based on feedback from the City
- (c) A communications log, kept up to date throughout the project

D9. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D9.1 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.
- D9.1.1 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.
- D9.1.2 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.

D10. SUPPLIER CODE OF CONDUCT

- D10.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>
- D10.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal

from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.

- D10.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D11. UNFAIR LABOUR PRACTICES

- D11.1 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.
- D11.2 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.
- D11.3 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.).
- D11.4 Failure to provide the evidence required under D11.3, may be determined to be an event of default in accordance with C14.
- D11.5 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.
- D11.5.1 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.
- D11.5.2 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 D11.5. 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

D12. AUTHORITY TO CARRY ON BUSINESS

- D12.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on

business, throughout the term of the Contract, and shall provide the Consulting Contract Administrator with evidence thereof upon request.

D13. SAFE WORK PLAN

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

D14. INSURANCE

- D14.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D14.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$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:
 - (i) an amount not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate.
- D14.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.
- D14.3 The policies required in D14.2(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.
- D14.4 The Consultant shall require each of their Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D14.2(a) and D14.2(c).

- D14.5 The Consultant shall provide the Consulting Contract Administrator with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.4(a) for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D14.8.
- D14.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D14.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D14.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D15. COMMENCEMENT

- D15.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D15.2 The Consultant shall not commence any Services until:
- (a) the Consulting Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D12;
 - (ii) the Safe Work Plan specified in D13; and
 - (iii) evidence of the insurance specified in D14.
 - (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
 - (c) The direct deposit application specified in D19.1.
- D15.3 The City intends to award this Contract by June 26, 2026.

D16. CRITICAL STAGES

- D16.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Complete Part 1 of the study by June 1, 2027;
 - (b) Complete the entire scope of services by October 1, 2027.

D17. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D17.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Services shall be performed by the Consultant with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.
- D17.2 If the Consultant is delayed in the performance of the Services by reason of the Supply Chain Disruption, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D17.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether a Supply Chain Disruption will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability of staff, ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.

- D17.4 For any delay related to Supply Chain Disruption and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D17.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D17.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D17.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

MEASUREMENT AND PAYMENT

D18. INVOICES

- D18.1 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.
- D18.2 Further to C11, the Consultant shall submit an invoice for each portion of Work performed. to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204-949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D18.3 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Consultant's GST registration number.
- D18.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D19. PAYMENT

- D19.1 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

D20. DISPUTE RESOLUTION

- D20.1 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 D20.

D20.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted".

D20.3 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.

D20.4 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.

D20.4.1 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.

D20.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

D20.4.3 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.

D20.4.4 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 D20.4.3, 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.

APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES – ENGINEERING (PUBLIC WORKS DEPARTMENT)

E1. DEFINITIONS

- E1.1 When used in this section – Definition of Professional Consultant Services – Engineering (Public Works Department):
- (a) **"Consulting Contract Administrator"** applies to specific projects, and means the City's project manager for the specific work contracted to the Consulting Engineer.
 - (b) **"Consulting Engineer"** means the Professional Engineer or Professional Engineering firm engaged by the City to perform Consulting Engineering Services as described herein and within the Scope of Services of a Contract. The "Consulting Engineer" will hold and maintain, for the duration of the Project, a Certificate of Authorization from Engineers Geoscientists Manitoba in the "Practicing Entity" category.
 - (c) **"Professional Engineer"** means an individual engineer registered to practice in the Province of Manitoba by Engineers Geoscientists Manitoba (EGM), as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and the by-laws of Engineers Geoscientists Manitoba.
 - (d) **"Professional Engineering"** means the practice of professional engineering in the Province of Manitoba, as governed by the Engineering and Geoscientific Professions Act of the Province of Manitoba and the by-laws of Engineers Geoscientists Manitoba (EGM).
 - (e) **"Project"** generally refers to the specific work contracted to the Consulting Engineer.
 - (f) **"Seal"** means either or both of: the impression of the stamp issued by EGM to registered Professional Engineers, plus the signature of the registered Professional Engineer, plus the date the signature was applied; or the secured, digitally authenticated identification, issued via the EGM, computer readable form applied to a document, use of either of which is governed by the EGM.
- E1.2 Further to the General Conditions for Consultant Services, it is the intent of this section to clarify the City's specific requirements of the consulting services of Professional Engineers; to more fully identify the services to be rendered by Consulting Engineers to the City and to other parties on behalf of the City; and to provide a more clearly determined basis of obligation in respect thereof by Consulting Engineers to the City and to third parties in the provision of such services.

E2. GENERAL REQUIREMENTS OF PROFESSIONAL ENGINEERS

- E2.1 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.
- E2.2 All drawings, reports, recommendations and other documents originating therefrom involving the practice of Professional Engineering shall bear the Seal of a Professional Engineer.
- E2.3 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.
- E2.4 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.

E3. PROFESSIONAL ENGINEERING SERVICES – ADVISORY SERVICES

- E3.1 Advisory services are normally not associated with or followed by preliminary design and/or design services.
- E3.2 Advisory services include, but are not limited to:
- (a) Expert testimony;
 - (b) Appraisals;
 - (c) Valuations;
 - (d) Rate structure and tariff studies;
 - (e) Management services other than construction management;
 - (f) Feasibility studies;
 - (g) Planning studies;
 - (h) Surveying and mapping;
 - (i) Geotechnical investigations;
 - (j) Hydrological investigations;
 - (k) Safety audits;
 - (l) Value engineering audits;
 - (m) Inspection, testing, research, studies, or reports concerning the collection, analysis, evaluation; and
 - (n) Interpretation of data and information leading to conclusions and recommendations based upon specialized engineering experience and knowledge.

E4. PROFESSIONAL ENGINEERING SERVICES – PRELIMINARY DESIGN

- E4.1 Engineering services for preliminary design normally precede the detailed design of a Project.
- E4.2 Preliminary design services include, but are not limited to:
- (a) Preliminary engineering studies;
 - (b) Engineering investigations;
 - (c) Surface and subsurface site explorations, measurements, investigations, and surveys;
 - (d) Operational studies including drainage studies, traffic studies, and noise attenuation;
 - (e) Functional planning;
 - (f) Formal and/or informal consultations with stakeholders and/or the general public;
 - (g) Preparation of staging plans and coordinate with other projects in the area, to minimize the impact on the project and traffic congestion in the area.
 - (h) Physical, economical (capital and operating) and environmental studies including evaluation, comparison, and recommendation regarding alternative preliminary designs;
 - (i) Special applications to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto and appearance before same in support of the application;
 - (j) Identification of the necessary authorizations from regulatory authorities and/or public agencies and determination of any related impacts and/or risks to the Project;
 - (k) Coordination with all the utilities including (but not limited to) hydro, telephone, gas, telecoms, fibre optics, traffic signals and other City or developer works with respect to location, relocation, construction and/or reconstruction;
 - (l) Preparation and submission of a report and appropriate drawings to the Consulting Contract Administrator, fully documenting data gathered, explaining adequately the assessment made, stating with clarity the resulting conclusions, and containing all recommendations which are relevant to this stage of Project implementation.

E5. PROFESSIONAL ENGINEERING SERVICES – DETAILED DESIGN

- E5.1 Engineering services for detailed design normally involve preparation of detailed designs, construction contract specifications and drawings, analysis of bids and recommendations regarding construction contract award.
- E5.2 Detailed design services include, but are not limited to:
- (a) Addressing alternative methods of accommodating; relocating; avoiding, and/or protecting utilities and railways; proposing alternative methods of solution, reviewing same with the appropriate regulatory approval agencies and stakeholders;
 - (b) Application to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto, and appearance before same in support of the application;
 - (c) Formal and/or informal consultations with stakeholders and/or the general public;
 - (d) Preparation and submission of detailed engineering calculations, drawings, and criteria employed in the design(s), securing review of and acceptance by the Consulting Contract Administrator;
 - (e) Submission of engineering drawings and plans for circulation through the Underground Structures process;
 - (f) Preparation of detailed engineering drawings, specifications and tender documents consistent with the standards and guidelines of the City, securing review of and acceptance by the Consulting Contract Administrator;
 - (g) Preparation and provision to the Consulting Contract Administrator in written form, a fully detailed formal construction contract estimate;
 - (h) Provision of appropriate response to bidders and advice to the Consulting Contract Administrator during the tender advertising period and, subject to acceptance by the Consulting Contract Administrator, issuing addenda to the tender documents;
 - (i) Submission of a review, analysis, comparison, tabulation, calculation, and evaluation of the bids received, to the Consulting Contract Administrator, including a recommendation for construction contract award;
 - (j) Arranging and attending a pre-award meeting with the recommended construction 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.

E6. PROFESSIONAL ENGINEERING SERVICES – CONTRACT ADMINISTRATION

- E6.1 Engineering services for Contract Administration are associated with the construction of a Project and include the office and field services required to ensure the execution of the Project in accordance with the intent of the City and in conformance with the particulars of the drawings and specifications.
- E6.2 Engineering services for Contract Administration can be generally divided into NON-RESIDENT and RESIDENT services.
- E6.3 NON-RESIDENT Contract Administration services include but are not limited to:
- (a) Consultation with and advice to the Consulting Contract Administrator during the course of construction;
 - (b) Review and acceptance of shop drawings and other submissions supplied by the construction 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.

E6.4 RESIDENT Contract Administration services include but are not limited to:

- (a) Provision of qualified resident personnel – acceptable to the Consulting Contract Administrator – present at the Project site to carry out the services as specified below:
 - (i) inspection of all pipe prior to installation;
 - (ii) inspection and acceptance of excavation for, and full-time inspection at the time of bedding placement, pipe laying and backfilling in respect of installation of water mains, land drainage sewers, and wastewater sewers;
 - (iii) inspection of installation of all connections to water mains, sewers, manholes, valves, hydrants or house services, and excavation and/or exposing of all underground services, structures, or facilities;
 - (iv) inspection of all excavations to determine soil adequacy prior to installation of base and subbase courses for sidewalks, public back lanes, and street pavements;
- (b) Further to D26.4(a), full time inspection will require assignment of qualified resident personnel – acceptable to the Consulting Contract Administrator – to each specific location when the referenced work is being undertaken by the construction contractor:
 - (i) full-time inspection and/or testing of water mains and sewers;
 - (ii) full-time inspection during pavement placement; during finishing of public sidewalks and public lanes and/or street pavements;
 - (iii) full-time inspection during construction of bridge infrastructure and other structural works.
- (c) Conduct detailed inspection of construction sufficient to ensure that the construction carried out by the construction contractor conforms to the drawings and specifications;

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

E7. PROFESSIONAL ENGINEERING SERVICES – POST CONSTRUCTION SERVICES

- E7.1 The Consulting Engineer is required to provide post-construction services including but not limited to:
- (a) Preparation of a Certificate of Substantial Performance in the standard City of Winnipeg format;
 - (b) Preparation of a Certificate of Total Performance in the standard City of Winnipeg format;
 - (c) Provision of inspection services during the warranty period of the construction contract;
 - (d) Provision of inspection services (as per 7.5a)) for maintenance (paid) items within the warranty period of the construction contract;
 - (e) Coordination of a detailed inspection of the Project with the construction contractor and the Consulting Contract Administrator prior to the end of the period of construction contract warranty specified in the construction contract for the Project;
 - (f) Prompt resolution of:
 - (i) deficiencies in design;
 - (ii) outstanding construction contract warranty issues.

- (g) Submission of a final construction report within three (3) months of the Substantial Performance date of the construction contract, including final or projected final construction contract costs;
- (h) Provision of record drawings, within three (3) months of Substantial Performance date;
- (i) Preparation of a Certificate of Acceptance in the standard City of Winnipeg format.

E8. PROFESSIONAL ENGINEERING SERVICES – ADDITIONAL SERVICES

- E8.1 Additional services are Consulting Engineering services that fall outside those described above and may or may not be associated with a construction project, but are not in place of or in substitution for those services elsewhere specified in the Definition of Professional Consultant Services – Engineering, with respect to other types or categories of Services.
- E8.2 Engineering Services called Additional Services include but are not limited to:
- (a) Revision of completed, or substantially completed, drawings and/or specifications that were in conformance with the original intent of the City or had been accepted by the Consulting Contract Administrator;
 - (b) Preparation of operating manuals and/or training of operating personnel;
 - (c) Start-up and/or operation of operating plants;
 - (d) Procurement of materials and equipment for the City;
 - (e) Preparation for and appearance in litigation on behalf of the City;
 - (f) Preparation of environmental studies and reports and presentation thereof in public hearings;
- E8.3 Preparation and submission to the Consulting Contract Administrator, final quantities and dimensional measurements which the City requires for assessment of Local Improvement Levies within one (1) month of Project completion.