



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 390-2026

**PROFESSIONAL CONSULTING SERVICES FOR PRELIMINARY DESIGN OF
SEPARATED BIKE LANES ON WELLINGTON CRESCENT - ACADEMY ROAD (AT
THE MARYLAND BRIDGE) TO STRADBROOK AVENUE.**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR PRELIMINARY DESIGN OF SEPARATED BIKE LANES ON WELLINGTON CRESCENT - ACADEMY ROAD (AT THE MARYLAND BRIDGE) TO STRADBROOK AVENUE.

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May, 15, 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 B4 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 B4, 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 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. Proposal format will be regulated as follows. Proposals will:
- (a) Contain a table of contents preferably with clickable section headings;
 - (b) have a font size to a minimum 11-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; and
- (f) Be limited to fifteen (15) 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. The Proposal shall be submitted electronically through MERX at www.merx.com.

B6.5.1 Proposals will **only** be accepted electronically through MERX.

B6.6 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B17.2.

B6.7 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

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

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

- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

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

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

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

- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by their duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

B8. FEES (SECTION B)

- B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Fees entered in each column of the "Person Hours" as outlined in B17.1(f) shall also include an allowance of up to 8% for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any site investigation services, materials testing services, geotechnical services, Underground Structures acquisitions, pipeline loading assessments, ground-penetrating radar inspections, closed circuit television (CCTV) sewer inspections, hazardous materials investigation, and/or those included in B8.3. No other disbursements will be permitted.
- B8.4.1 The Contract Award shall include, in addition to the proposed Fees, an allowance for the costs of any site investigation services, materials testing services, geotechnical services, Underground Structures acquisitions, pipeline loading assessments, ground-penetrating radar inspections, closed circuit television (CCTV) sewer inspections, and/or hazardous materials investigations in the amount of up to 30% of the Total Fees. Fees for approved Subconsultants for work described in B8.4 shall be payable as invoiced by the Subconsultant plus an allowed handling fee of 5%.
- 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 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.
- B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.7.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D19. Any such costs shall be determined in accordance with D19.

B9. DISCLOSURE

- B9.1 Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B9.2 The Persons are: 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;
- (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B11.4 and D6);

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://accessibilityymb.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 B15;	Pass/Fail
(c) Fees; (Section B)	10
(d) Experience of Proponent and Subconsultants; (Section C) - 20% Total	
(i) Details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project and contract administration service on three projects for the Proponent and three projects for the Subconsultant(s) of similar complexity, scope and value. (ii) For each project listed above: • Description of each project; • Role of the consultant; • Project's original contracted cost and final cost; • Design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately); • Project owner; • Reference information (two current names with telephone numbers and email addresses per project); (iii) General profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants. Note: Where applicable, Proposal should be separated into Proponent and Subconsultant project listings	20
(e) Experience of Key Personnel Assigned to the Project; (Section D) - 20% Total	
(i) Describe your approach to overall team formation and coordination of team members. (ii) Include an organization chart for the Project. (iii) Identify the Key Personnel including but not limited to: • Project Manager assigned to the Project • Lead Designers • Technical Support Staff making significant contributions to the Project • Professional Engineer with experience in bikeway design in complex urban environments, experience in Winnipeg is preferred • The independent Road Safety auditor have at least two (2) people experienced in road safety evaluations and audits • Registered Landscape Architect, experience in Winnipeg preferred • Certified ISA Arborist (iv) Experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value. 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.	10

(v) 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 personnel is included above, provide only the project name and the role of the key person. For other projects provide the following: • Description of project; • Role of the person; • Project Owner; • Reference information (two current names with telephone numbers and email addresses per project.) (vi) The level of effort of the Key Personnel presented in the table required in Form P: Person Hours below will be considered in evaluating the experience and qualifications.	10
(f) Project Understanding and Methodology (Section E) – 30% Total	
The proposal should address: (i) Describe your firm's project management approach and team organization during the performance of Services, methods the Proponent will use in the delivery of this Project. (ii) Methodology presented in accordance with the Scope of Services in D4. (iii) Description of the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project. (iv) Team's understanding of the broad functional and technical requirements. (v) The team's understanding of the urban design issues. (vi) The proposed Project budget. (vii) The Project methodology with respect to the information provided within this RFP, considering 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. (viii) Any other issue that conveys your team's understanding of the Project requirements.	15
(ix) Form P: Person Hours or a table of their own design for all disciplines and or phases identified. Form P: Person Hours should match Fees submitted in response to B8. Sample of Form P: Person Hours can be found at https://winnipeg.ca/matmgt/templates/information.stm (x) For each person identified above, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services D4.	15
(g) Project Schedule. (Section F) – 20% Total	
(i) Proponents should provide a methodology including the key issues and criteria that will meet the Critical Stages in D13. The methodology should address any relevant information that conveys the Proponent's understanding of the Project requirements with respect to how the Project schedule will be developed. Proponents should provide a methodology for how the schedule is developed and maintained throughout the course of the project.	15

(ii) 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. (iii) 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
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B17.2 Further to B17.1(a) above, 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(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.

B17.9 Further to B17.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.

B17.10 Further to B17.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.

B17.11 Notwithstanding B17.1(d) to B17.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.

B17.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B15.

B17.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B18. AWARD OF CONTRACT

B18.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

- B18.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B18.2.1 Without limiting the generality of B18.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with their own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B18.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B18.4 The City may, at their discretion, award the Contract in phases.
- B18.5 Further to B18.4 where future phases are identified in D3 Scope of Services, the City reserves the right to negotiate and award future phases to the successful Proponent.
- B18.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B18.6.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter
- B18.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B18.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D19 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B18.9 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:
Chris Baker, RPP
Telephone No. 204-391-5463
Email Address: cbaker@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 Wellington Crescent from Academy Road (at the Maryland Bridge) to Stradbrook Avenue is an arterial road classified as a regional street. The segment between Stradbrook Avenue to Grosvenor Avenue consists of four travel lanes and the segment between Grosvenor Avenue and Academy Road is two lanes. At the time of the issuance of this RFP the posted speed limit is 50km/h, however it is planned to be reduced to 40km/h in spring 2026 as per Council direction.
- D3.3 The study area is Wellington Crescent from Stradbrook Avenue to Academy Road (at the Maryland Bridge). This is a gap in the City's cycling network between protected bike lanes on River Avenue and Stradbrook Avenue and the Seasonal Bike Route on Wellington Crescent west of Academy Road (at the Maryland Bridge).
- D3.4 This study will also consider how the bike lanes transition to road cycling / Seasonal Bike Route on Wellington Crescent west of Academy Road (at the Maryland Bridge), enhanced connections to the Sherbrook Street and Maryland Street bike lanes via the Maryland Bridges and a universally accessible connection to the Hugo Dock via Hugo Park.
- D3.5 In 2025, Council adopted the Transportation Master Plan (TMP) which included the Pedestrian and Cycling Strategies 2024 Update (PCS). The PCS presents Wellington Crescent as a "high priority" for bicycle infrastructure. The TMP and PCS also identify this segment of Wellington Crescent as a multi-modal corridor, requiring additional study. The Winnipeg Transit Master Plan and Primary Transit Network do not identify rapid transit as a need for this segment of Wellington Crescent. The Winnipeg Transportation Master Plan's Truck Route Network Map does not include this segment of Wellington Crescent. The multi-modal improvement required for Wellington Crescent is separated cycling infrastructure.
- D3.6 This preliminary design study was preceded by a proposal for an interim design for bike lanes on Wellington Crescent, which included public engagement. Council direction is to proceed with this permanent bike lane study and not proceed with the interim design. This direction also included construction of permanent bike lanes in 2027, subject to council approval.
- D3.7 This project will result in a preliminary design of separated bike lanes in the study area.

D3.8 Main goals for the design include applying lessons learned from the interim bike lane proposal and are not limited to:

- (a) Providing separated bike lanes
- (b) Maximizing traffic flow along the corridor
- (c) Maintaining or expanding parking and loading on Wellington Crescent and neighbouring streets where possible and appropriate
- (d) Maintaining emergency access to neighbouring streets and multi-family buildings on Wellington Crescent
- (e) Managing impacts to boulevards and existing conditions
- (f) Taking a holistic approach to the corridor by:
 - (i) Considering pedestrian improvements where possible
 - (ii) Maintaining tree cover and identifying additional tree planting sites
 - (iii) Landscaping improvements within parks along the corridor
- (g) 2027 construction

D3.9 Future Phases

- (a) Public Engagement will take place in January 2027, with preparation work starting Fall 2026.
- (b) Detailed Design and Contract Administration for the cycling infrastructure and road works will take place starting in winter 2027, with construction planned for spring 2027.
- (c) Detailed Design and Contract Administration for the landscaping and park improvements will take place starting in winter 2027 with construction planned for spring 2027.
- (d) Award of Contract for future phases may be carried out in accordance with B18.5.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of Professional Consulting Services in accordance with the following:

- (a) Two Preliminary Design options for separated bike lanes on Wellington Crescent from Academy (at Maryland Bridge) to Stradbrook Avenue (RFP 390-2026) as outlined in D5.;

D4.1.1 The Services required under D5 shall be in accordance with the City's Project Management Manual <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for their professional expertise; the Consultant shall bring to the Consulting Contract Administrator's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.
Where the Services required include Contract Administration, Consultants shall pay particular attention to the revisions to Section 9.19 and 9.20.1 of the City's Project Management Manual in Addendum #8.

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

D4.2 The following shall apply to the Services:

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

- (b) City of Winnipeg's *Accessibility Design Standards (2015)* and *Universal Design Policy* at:
www.winnipeg.ca/ppd/Universal_Design.stm;
- (c) The Accessibility for Manitobans Act;
http://www.accessibilitymb.ca/pdf/accessibility_for_manitobans_act.pdf
- (d) Should this project include a public engagement aspect, it will be required to meet: Public Engagement Guidelines
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>
- (e) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
- (f) City of Winnipeg's Transportation Standards Manual (Draft 2012);
- (g) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009);
- (h) Winnipeg Comprehensive Urban Forest Strategy
engage.winnipeg.ca/10550/widgets/67282/documents/120884
- (i) City of Winnipeg's Tree Removal Guidelines (March 2014);
- (j) Winnipeg Parks Strategy;
engage.winnipeg.ca/11755/widgets/46343/documents/76404
- (k) The current edition of The City of Winnipeg Standard Construction Specifications.
- (l) Winnipeg Pedestrian and Cycling Strategies,
<https://dmis.winnipeg.ca/ViewMeeting?documentId=26877§ionId=770836>
- (m) Current and best practices in pedestrian and cycling infrastructure design.
- (n) Winnipeg Road Safety Strategic Action Plan
<https://www.winnipeg.ca/services-programs/transportation-roads-parking/road-safety/road-safety-strategic-action-plan>
- (o) City of Winnipeg Culvert and Drainage Inlet/Outlet Safety Guidelines
<https://legacy.winnipeg.ca/waterandwaste/pdfs/drainageFlooding/safetyguidelines.pdf>
- (p) OurWinnipeg,
<https://www.winnipeg.ca/building-development/city-planning/design/ourwinnipeg/ourwinnipeg-2045>
- (q) Complete Communities Direction Strategy;
<https://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=1&DocId=8221>
- (r) Transportation Master Plan 2050
<https://dmis.winnipeg.ca/ViewMeeting?documentId=26877§ionId=770836>
- (s) Winnipeg Transit Master Plan
Winnipeg Transit Master Plan
- (t) City of Winnipeg Zoning By-law (200/2006);
- (u) City of Winnipeg WalkBike Projects Brand Manual

D4.3 The funds available for this Contract are \$300,000.

D5. PRELIMINARY DESIGN OF SEPARATED BIKE LANES

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

D5.2 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) Coordinate with all stakeholders throughout the project. The City will establish a Project Steering Committee including membership from other Divisions in Public Works and other City Departments.
- (c) 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 the progress of the Project.
- (d) Hold meetings with the City Project Manager and members of the appointed City of Winnipeg Project Technical Steering Committee at project start up, and at other key times including: presentation of the findings of the investigations, presentation of potential options and to gain concurrence of recommendations for the alternatives to be developed, and during finalization of the preliminary design report.
- (e) A list of key meetings with dates should be included in the Proposal. This includes bi-weekly meetings and meetings with the Project Steering Committee.
- (f) Prepare minutes of all meetings conducted for the project record.
- (g) Implement QC / QA program during the course of the project.

D5.3 Closed-circuit television (CCTV) sewer inspection

D5.3.1 Within the Project phases in D4, the Consultant will be required to conduct site investigations services including CCTV sewer inspection and sewer assessment as outlined in Appendix C.

D5.3.2 Conduct CCTV sewer inspection and sewer assessment of sewers within the Wellington Crescent right-of-way and other locations as required within the study area in coordination with the Water and Waste Department.

D5.4 Topographic Survey and Boulevards Assessment

- (a) Achieving the goals outlined in section D3.8 will require making use of boulevard(s) to accommodate the addition of separated bike lanes.
- (b) On Wellington Crescent, assess available space in both boulevards and feasibility of adjusting the crown of the road. Provide a memo reporting on the following:
 - (i) Available space in the boulevards with minor impacts (nominal tree loss, nominal encroachment of 2m buffer to trees, minor utility impacts)
 - (ii) Available space in the boulevards with medium impacts (more significant tree loss, more significant encroachment of 2m buffer to trees, medium to large utility impacts)
 - (iii) Maximum space available at Cockburn St and Hugo St
 - (iv) Identify locations in both boulevards with available space for bus stops, loading/parking bays, etc
 - (v) Feasibility and implications of adjusting the crown of the road
- (c) Identify all trees, 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. Secure utility locates for any subsurface investigations.
- (d) Topographic survey of Hugo Park.

D5.5 Conceptual Options

- (a) Confirm geometric design criteria with the City early in the project. Produce a design basis memorandum. It is understood and expected that the design criteria may need to be adjusted, in consultation with the Project Manager where desired or minimum design criteria cannot reasonably be met along the route when developing options.

- (b) Designs will balance the needs of all users, including emergency services, Transit and school buses, solid waste collection trucks, maintenance vehicles (snow clearing, street sweeping, etc.), passenger vehicles, cyclists, and pedestrians.
- (c) Working closely with the Project Manager and Transportation Division develop five (5) feasible options to a conceptual design level.
- (d) Conceptual designs will be based on the findings of D5.4. The level of detail for the conceptual designs requires an understanding of the feasibility and impacts of the option which can be assessed and compared to the other conceptual options. This is not limited to roadway and bikeway geometry, boulevard impacts, traffic operations and signal phasing, transit stops, etc.
- (e) Design options should consider various travel lane configurations and bikeway configurations, meeting the goals outlined in D3.8.
- (f) Design of separated bike lanes within the project area should be considered in two distinct segments. East and west of Grosvenor Avenue. Individual options for east and west may be interchangeable with each other.
- (g) Develop order of magnitude costing suitable for comparing and evaluating the options. City BOE template is not required.
- (h) Bikeway planning and design should create a safe, comfortable, and attractive route and accommodate users of all ages and abilities.
- (i) A traffic study is to be completed to determine traffic operational impacts. Synchro Software will be used to identify capacity constraints and evaluate improvements.
- (j) A review of existing road safety issues should be conducted to ensure conceptual design options address key issues. As per D5.7, the City will provide background information to assist with this review, including a collision summary and commentary on known issues. The Consultant should conduct additional analysis and site visits as required to supplement the information provided by the City.
- (k) Coordinate with the Transit Department to confirm future planned Transit routing in the project area and desired transit stop locations. Development of options shall include transit stop locations with considerations for accessibility, amenities, connectivity with other modes and available boulevard space.
- (l) Consider pedestrian improvements throughout the study area including but not limited to sidewalks, network connections, crossing improvement and enhancement to promote a comfortable and attractive pedestrian experience.
- (m) Propose an evaluation methodology, to be approved by the Project Manager. Finalize the alternative evaluation and recommend two options to be advanced to Preliminary Design.
- (n) Prepare and deliver a conceptual design memo documenting findings and recommendations of the Conceptual Design phase. A key consideration will be a discussion of why options were advanced to preliminary design and why the others were ruled out.

D5.6 Preliminary Design Options Development

- (a) Prepare Preliminary Design drawings for two options.
- (b) Liaise with third party utility agencies to complete preliminary design and cost estimates for relocation or modification of existing utility infrastructure, if required.
- (c) Prepare preliminary construction staging plans and consider constructability of the works while minimizing impacts to traffic, cyclists, transit, and pedestrians.
- (d) Prepare an anticipated project and construction schedule. Identify critical milestone dates to deliver the project.
- (e) In Hugo Park, design a universally accessible walking and cycling connection from the Wellington Crescent sidewalk and proposed bike lanes to the Hugo Dock. This includes conceptual modifications to the park to accommodate the path.

- (f) Prepare a landscaping plan for improvements to Munson, Hugo and other park spaces along the corridor. These are intended on being 'minor' enhancements existing conditions (ex. Path connectivity enhancements, fence modifications, addition of floral planters, etc.) Identify tree planting sites along the corridor. Consult with Parks and Open Spaces Division to confirm proposed treatments and locations.
- (g) Develop a class 3 cost estimate for both Preliminary Designs and other proposed works using the City's Basis of Estimate template.
- (h) Propose an evaluation methodology, to be approved by the Project Manager.
- (i) Prepare a preliminary design report documenting the results and recommended option.
- (j) Include any and all associated ancillary services required to successfully complete the assignment to the satisfaction of the City of Winnipeg.

D5.7 Independent Road Safety Evaluation and Road Safety Audit (RSA)

- (a) The independent Consultant shall work collaboratively with the Road Safety Branch.
- (b) The conceptual design road safety evaluation shall identify safety risks and mitigation measures associated with each conceptual design option. The independent Consultant shall propose a methodology for estimating the safety performance of each conceptual design option. The methodology may include qualitative and quantitative elements and shall be submitted to the Project Manager for approval. The independent Consultant shall then estimate the safety performance of each conceptual design option using the methodology developed; the results of which shall be considered in the broader alternative evaluation effort stated in D5.5.
- (c) The Consultant shall engage an independent road safety Consultant to conduct a road safety evaluation of conceptual design options and an RSA of the preferred preliminary design option.
- (d) The independent Consultant shall conduct an RSA of the preferred preliminary design option as per the TAC Canadian Road Safety Audit Guide.
- (e) The Consultant shall:
 - (i) Provide all required conceptual design and preliminary design information and drawings to the independent Consultant;
 - (ii) Incorporate the findings of the conceptual design safety evaluation into the alternative evaluation process.
 - (iii) Address the safety risks identified in the conceptual design safety evaluation for any option selected to move forward to preliminary design.
 - (iv) Attend the Audit Findings meetings and prepare a written response report to the RSA findings; and
 - (v) Address the safety risks identified in the Preliminary Design RSA.
 - (vi) There will be no additional fees for revisions to the design resulting from the road safety evaluation or RSA.

D5.8 Public Engagement

- (a) Public engagement is further outlined in D15.
- (b) The successful proponent of RFP 390-2026 and future Public Engagement consultant shall work collaboratively together and with the City.
- (c) The Public Engagement process requires the following from the successful proponent of RF 390-2026:
 - (i) Review public engagement results from the interim design engagement process.
 - (ii) The consultant shall ensure adequate time is accounted for in the Project schedule for public engagement aligned with critical stages outlined in D13.
 - ◆ Three weeks for the development of public engagement materials
 - ◆ Three weeks for review of public engagement materials

- ◆ Four weeks (minimum) for active engagement
- ◆ Three weeks for analysis of the public feedback
- ◆ Any required updates to the design based on what was learned in engagement

(iii) The consultant will support the public engagement program through the following tasks:

- ◆ Provide descriptions of all key changes, implications and anticipated impacts of the designs.
- ◆ Develop attractive, rendered cross-sections for conceptual design options at strategic locations along the corridor.
- ◆ Develop maps to demonstrate how proposed conceptual design options address known safety issues. Depict parking, loading, access and pedestrian improvements. All following City's Walk Bike brand manual.
- ◆ Review all visual materials, webpages, survey etc. for technical accuracy.
- ◆ Provide plain language explanations of how criteria could be used to evaluate design options and how design options would be evaluated under each criteria.
- ◆ Response to key themes in presented in the public engagement report about how feedback was used in design updates.
- ◆ Update maps and cross-sections for chosen preliminary design options as required.
- ◆ Develop artistic renderings for preliminary design options and landscaping to include but not be limited to: plans, design details, cross sections and sample images from real life examples.
- ◆ Add artistic renderings on real photos at strategic locations along the corridor to demonstrate different preliminary design options elements that can be compared to current conditions.
- ◆ Provide written descriptions of the recommended preliminary design for video production. Provide preliminary design drawings in AutoCAD format, suitable for video production. Video production is not included in RFP 390-2026.
- ◆ Artistic renderings should be adapted to different applications – web, postcard, poster etc.
- ◆ Based on experience and expertise, propose value added public-facing deliverables that add value and improve public and stakeholder understanding of bike lane or safety improvement design or help in understanding the comparison of design options.

(iv) The successful proponent will be required to actively participate in public engagement serving as technical experts by:

- ◆ Internal engagement kick-off meeting, engagement planning meetings and post engagement meeting to review key findings.
- ◆ Provide responses to technical questions from the public, working together with the engagement consultant and City project team as required.
- ◆ A minimum of 10 stakeholder meetings – format may be in person or online.
- ◆ A minimum of two (2) public engagement events, the format is to be determined – ex. Pop-up, open house, on-line session.

- (a) Successful proponent will be provided with:
 - (i) Traffic count data
 - (ii) Existing Synchro model of the study area
 - (iii) Traffic signal timing standards and existing signal timing charts
 - (iv) Conceptual cross-section design concepts – Grosvenor Avenue to Stradbrook Avenue
 - (v) Public engagement results from the interim design engagement process
 - (vi) Applicable T-drawings
 - (vii) Collision data and a summary of known road safety concerns
 - (viii) Known private loading considerations
 - (ix) Tree assessment
 - (x) Applicable Parks design drawings

D6. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D6.1 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.
- D6.1.1 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.
- D6.1.2 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.

D7. SUPPLIER CODE OF CONDUCT

- D7.1 The Contractor has reviewed and understands the City’s Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>
- D7.2 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.
- D7.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D8. UNFAIR LABOUR PRACTICES

- D8.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D8.2 The City of Winnipeg is committed and requires its Consultants and their Subconsultants, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D8.3 Upon request from the Consulting Contract Administrator, the Consultant shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C14.
- D8.5 In the event that the City, in its sole discretion, determines the Consultant to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Consultant shall pay to the City a sum specified by the Consulting Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Consultant's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D8.5.2 The Consultant shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Consultant.
- (a) The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Consultant of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Consulting Contract Administrator with evidence thereof upon request.

D10. SAFE WORK PLAN

D10.1 The Consultant shall provide the Consulting Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.4(a) for the return of the executed Contract.

D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D11. INSURANCE

D11.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.

D11.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their own expense and cost, the following insurance policies:

(a) Comprehensive or Commercial General Liability Insurance including:

- (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
- (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
- (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
- (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.

(b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

(c) Professional Errors and Omissions Liability Insurance including:

- (i) an amount not less than \$500,000.00 per claim and \$1,000,000.00 in the aggregate.

D11.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.

D11.3 The policies required in D11.2(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.

D11.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at their own expense and cost, comparable insurance to that set forth under D11.2(a) and D11.2(b).

D11.5 The Consultant shall require each of their Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D11.2(a) and D11.2(c).

- D11.6 The Consultant shall provide the Consulting Contract Administrator with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.4(a) for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D11.9.
- D11.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D11.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D11.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D12. COMMENCEMENT

- D12.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D12.2 The Consultant shall not commence any Services until:
- (a) the Consulting Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) the Safe Work Plan specified in D10; and
 - (iii) evidence of the insurance specified in D11.
 - (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 D17.1.
- D12.3 The City intends to award this Contract by June 4, 2026.

D13. CRITICAL STAGES

- D13.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Submission of draft conceptual options August 10, 2026.
 - (b) Finalize two recommended options for preliminary design by September 4, 2026
 - (c) Submission of draft preliminary designs and public engagement graphics November 2, 2026.
 - (d) Public engagement period starting January 4, 2027.
 - (e) Recommended preliminary design option March 1, 2027.
 - (f) Digital report back of recommended preliminary design spring 2027.

D14. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D14.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Services shall be performed by the Consultant with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.

- D14.2 If the Consultant is delayed in the performance of the Services by reason of the Supply Chain Disruption, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D14.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether a Supply Chain Disruption will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability of staff, ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D14.4 For any delay related to Supply Chain Disruption and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D14.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D14.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D14.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

D15. PUBLIC ENGAGEMENT

- D15.1 Public engagement will be conducted as part of this project but is not included within the scope of RFP 390-2026. Public engagement services will be procured in accordance with B18.5 or through the City's prequalified bidders list.
- D15.2 The successful proponent of RFP 390-2026 will be required to support public engagement as noted in section D5.8.
- D15.3 In accordance with D15.1, the public engagement process is yet to be determined but will consist of project communications, one round of public and stakeholder engagement and a final round of reporting back and presenting the final design in a digital format including a video. Video production is not included in RFP 390-2026.

MEASUREMENT AND PAYMENT

D16. INVOICES

- D16.1 Further to C11, Consultant:
- (a) shall submit invoices for Work performed in accordance with the instruction on the City's website at: <https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
 - (b) should copy the Consulting Contract Administrator on submission of its invoice.

D17. PAYMENT

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

DISPUTE RESOLUTION

D18. DISPUTE RESOLUTION

- D18.1 If the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Consultant shall act in accordance with the Consulting Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D18.
- D18.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted".
- D18.3 The entire text of C17.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Website, to the Chief Administrative Officer, and to the Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D18.4 Further to C17, prior to the Consulting Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Consultant's equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Consultant's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Consultant's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Consultant representative levels:
 - (i) The Consulting Contract Administrator;
 - (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D18.4.1 Names and positions of Consultant representatives equivalent to the above City position levels shall be determined by the Consultant and communicated to the City at the pre-commencement or kick off meeting.
- D18.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D18.4.3 Both the City and the Consultant agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D18.4.4 If the Dispute is not resolved to the City and Consultant's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D18.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

THIRD PARTY AGREEMENTS

D19. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D19.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D19.2 Further to 0, in the event that the obligations in D19 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.
- D19.3 For the purposes of D19:
- (a) **"Government of Canada"** includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) **"Government of Manitoba"** includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D19.4 Modified Insurance Requirements
- D19.4.1 If not already required under the insurance requirements identified in D11, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.
- D19.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D19.4.3 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D19.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D19.5 Indemnification By Consultant
- D19.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D19.5.2 The Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- D19.5.3 in relation to this Contract or the Work.

D19.6 Records Retention and Audits

- D19.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D19.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D19.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D19.7 Other Obligations

- D19.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D19.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D19.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.
- D19.7.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D19.7.5 The Consultant represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D19.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

PART E - 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 F6.4(a), full time inspection will require assignment of qualified resident personnel – acceptable to the Consulting Contract Administrator – to each specific location when the referenced work is being undertaken by the construction contractor:
 - (i) full-time inspection and/or testing of water mains and sewers;
 - (ii) full-time inspection during pavement placement; during finishing of public sidewalks and public lanes and/or street pavements;
 - (iii) full-time inspection during construction of bridge infrastructure and other structural works.
- (c) Conduct detailed inspection of construction sufficient to ensure that the construction carried out by the construction contractor conforms to the drawings and specifications;
- (d) Co-ordination and staging of all other works on the Project site including traffic signal installations, hydro, telephone, and gas utility work, railway work forces and/or other City or developer work;
- (e) With approval of the Consulting Contract Administrator, provision of notice to adjacent residents and businesses of those stages of construction of the Project that will interrupt

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

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.

PART F - APPENDIX B – SPECIFICATIONS

F1. RECORD DRAWING REQUIREMENTS FOR PUBLIC WORKS PROJECTS (2021)

F1.1 RECORD drawings are required for all Public Works construction projects except for Regional Street Mill & Fill projects and TBO projects, unless specifically declined, in writing, by the Project Manager. RECORD drawing submissions are required for ALL Regional Street renewals, Local Street reconstructions, and any addition to infrastructure inventory such as new streets, street widening's and/or realignments as well as new multi-use paths.

F1.1.1 Though drawings may not be required, please note the location of any new or relocated sidewalks, approaches, curb inlets, or bus stops, or any other modifications, on existing streets or intersection improvements in the final project report.

F1.2 Initial submission of RECORD drawings must be received no later than three months after Substantial Performance.

F1.2.1 If Substantial Performance will not be granted prior to year-end, contact Public Works to establish drawing submission requirements (i.e. for snow clearing updates).

F1.3 The drawings are to contain the following information, and be in the format specified below.

F1.4 Drawings are to:

- (a) Be in the AutoCAD format and indicate the version used
- (b) Be RECORD drawings with dimensions corrected in both TEXT and GRAPHICS
- (c) Show pavement dimensions to the "back of curb" (edge of pavement)
- (d) Be produced in the NAD 83, UTM, ZONE 14, (Global co-ordinate system) **NOTE: aerial/assessment data is available at <https://data.winnipeg.ca/>**
- (e) Indicate whether a scale factor was used, and if used the scale factor will be provided;
- (f) Show all bore holes and their UTM coordinates
- (g) Include, where applicable:
 - (i) Pavement cross-section(s)
 - (ii) Asphalt Supplier
 - (iii) Concrete Supplier
 - (iv) Geotextile used – type, manufacturer & supplier
 - (v) Sub-drains used – type, manufacturer & supplier
 - (vi) Other materials– type, manufacturer & supplier
 - (vii) Contractor and construction date

F1.5 In addition included on the files will be a separate drawing in AutoCAD format with the following (8) basic layers (none of which are to include text) and a list describing additional layers used:

Layer Names:

- | | |
|-------------------|--|
| 1) Street Surface | 5) Ramp Curb |
| 2) Walk | 6) Dimensions (to include all dimensions in the drawing) |
| 3) Alley | 7) Drainage Inlets |
| 4) Approach | 8) Elevations (min. all hi & low points) |

F1.6 Consultant to provide and submit separately a borehole .SHP File showing an updated Pavement Core/Test Hole Location Plan and for each location update the soil log to show the actual pavement structure constructed next to the existing.

(a) The provided .SHP file will:

- (i) Show all bore holes and their UTM coordinates.
- (ii) Include as attributes for each bore hole location:

◆ NORTHING

- ◆ EASTING
- ◆ PDF_FILE_NAME
- ◆ BH_ID
- ◆ BID_OPP
- ◆ CITY_FILE_KEY

- F1.7 The PDF provided will be a marked up version of the original soil log provided in the geotechnical report. The mark-up will:
- (a) Be created for each borehole location
 - (b) Show the original soil log unobstructed
 - (c) Show the new pavement structure accurately located vertically next to the existing soil log
 - (d) Show UTM coordinates of the soil log location
 - (e) Be labeled with a unique bore hole identification number
 - (f) Have a unique file name
- F1.8 Include a PDF copy of all record drawings
- F1.9 Two (2) copies of the AutoCAD Digital Drawings, borehole logs and PDF copies shall be submitted by either of the following ways;
- (a) USB flash drive. Both copies shall be clearly labelled identifying the Project number.
 - (b) Consultant FTP site.
- F1.10 Record drawings' hard copy on Mylar or paper not required.
- F1.11 Draft record drawings to be sent to the appropriate Project Manager for review and approval. Final copies to be sent to;

Permits & Plan Approval – GIS Support Services
City of Winnipeg
Public Works Department
106-1155 Pacific Avenue
Winnipeg, MB R3E 3P1

PART G - APPENDIX C – SEWER CONDITION ASSESSMENT & CCTV GUIDELINES

- G1.1 Perform condition assessment on all relevant sewers and manholes in the right-of-way within the limits of the street renewal. Condition assessment includes, but is not limited to, the following:
- (a) Review all sewer and manhole assets in the City of Winnipeg's Sewer Management System (SMS) application. Determine which assets are to be inspected using Closed-Circuit Television (CCTV) in accordance with G1.2;
 - (b) Review existing CCTV inspections shown in SMS and new CCTV inspections performed in accordance with G1.2;
 - (c) Confirm the appropriateness of existing Backlogged and Pending rehabilitation types and limits shown in SMS. If required, provide revised rehabilitation recommendations;
 - (d) For all inspections, recommend new rehabilitation types and limits not shown in SMS;
 - (e) Recommend what rehabilitation is to be done prior to the pavement renewal project; and
 - (f) Provide a rehabilitation summary and the new CCTV inspections and corresponding defect coding to WWD Asset Management Branch for review and approval.
- G1.2 The Closed-Circuit Television (CCTV) criteria provided below are general guidelines and are not intended to replace sound municipal engineering judgement specific to the individual project scope and/or location.
- (a) Clean & Inspect sewers and manholes in accordance with CW 2140 Sewer and Manhole Cleaning, and CW 2145 Sewer and Manhole Inspection;
 - (b) Where new inspections are required, provide a list of assets to qualified cleaning and inspection contractors;
 - (c) Inspect all sewers and manholes where no previous CCTV inspections have been completed;
 - (d) Re-inspect sewers and manholes with a Structural Performance Grade (SPG) of 3 or higher that have not been inspected in the previous 5 years, or sewers and manholes with an SPG of 1 or 2 that have not been inspected in the previous 20 years;
 - (e) Inspect sewers (regardless of SPG) if the street exhibits obvious distress at/along the underground plant;
 - (f) Inspect all CB leads to be reused as part of a street reconstruction, pavement rehabilitation, or mill and fill rehabilitation;
 - (g) CCTV inspection of sewers and manholes is not required on mill and fill pavement rehabilitation method and thin bituminous overlay (TBO) projects unless the street exhibits obvious distress at/along the underground plant; and
 - (h) Sewers and manholes located more than two metres from the work limits (i.e. not located under pavement) do not need to be re-inspected if previous CCTV inspection data exists.
- G1.3 For any uncertain situations and/or locations, contact the City Project Manager.
- G1.4 The Consultant is required to coordinate the sewer inspection contract and communicate the results to WWD Asset Management Branch in accordance with G1.1. Provide the sewer inspections and corresponding defects data to WWD Asset Management Branch. Any repairs or other activities deemed necessary from these inspections must be reviewed and approved by WWD Asset Management Branch.
- G1.5 Provide the post repair CCTV inspections and corresponding defect coding to WWD Asset Management Branch.