



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 110-2019**

**PROFESSIONAL CONSULTING SERVICES FOR RECONSTRUCTION OF  
SHERWIN ROAD AND REPLACEMENT OF EXISTING CULVERT AT OMAND'S  
CREEK**

**Proposals shall be submitted to:**

**The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROFESSIONAL CONSULTING SERVICES FOR RECONSTRUCTION OF SHERWIN ROAD AND REPLACEMENT OF EXISTING CULVERT AT OMAND'S CREEK

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 21, 2019.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Project Manager or the Manager of Materials 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 Project Manager 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 Project Manager 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 Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager 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 Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

### **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 Project Manager. 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 Project Manager.

## **B5. ADDENDA**

- B5.1 The Project Manager 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 Project Manager 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 Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division 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 8 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

## **B6. PROPOSAL SUBMISSION**

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: 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 B9;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
  - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
  - (d) Project Schedule (Section F) in accordance with B12.
- 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 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including tables, charts, drawing and schedule, and four (4) bound 8.5" x 11" copies (tables, charts, drawings and schedule in copies only may fold out to be 11" high) for sections identified in B6.1 and B6.2.
- B6.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the number of pages is limited to thirty (30) and the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B6.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

B6.11 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: Proposal, making all required entries.

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

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her 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 his/her 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: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her 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 its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than his/her 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: Proposal should be printed 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 Preliminary, Detailed Design and Post Construction Services phases identified in D4 Scope of Services.
- B8.2 The Proposal shall include a Time Based Fee schedule calculated on a time basis for Contract Administration phase identified in D4 Scope of Services.
- B8.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.4 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.5 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b). An allowance of up to 8% may be made for overhead expenses. The amount for each disbursement shall be shown on Form P: Person hours as Type 1 Disbursement.
- B8.6 Further to B8.5, the Fee Proposal, in addition to the Total Bid Price, include an allowance for geotechnical drilling, sewer televising, hydroexcavation, permit fees, and material testing during construction, and related costs for direct on site supervision of these activities. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs. An allowance of up to 5% may be made for handling charges. The amount for each disbursement shall be shown on Form P: Person hours as Type 2 Disbursement.
- B8.6.1 Further to B8.6, the consultant fees for engineering activities associated with these investigations including but not limited to overall project investigation management and planning, analysis and interpretation of results, and preparation of reports shall not be considered disbursements.
- B8.7 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

- B9.1 Proposals should include details demonstrating the history and experience of the Proponent and Subconsultants in applicable professional consultant services as required in D4.1 and as defined in Appendix A for up to three projects of similar scope and complexity and/or similar size and complexity. For each project listed the Proponent should submit: a description of the project; role of the proponent; project's original contracted cost and final cost separated into design and construction costs; the year the project was completed; the project owner; and reference information (one current name with telephone number per project).
- B9.1.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.2 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

**B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**

- B10.1 Describe your approach to overall team formation and coordination of team members. Include an organizational chart for the Project.

B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1. For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the description of project; the role of the person; the project owner; and reference information (one current name with telephone number per project).

B10.3 Further to B10.2, the level of effort of the Key Personnel presented in the Table required in B11.4 will be considered in evaluating the experience and qualifications.

## **B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project. Methodology should be presented in accordance with the Scope of Services identified in D4. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project. Proponents shall describe their methods for quality control and quality assurance.

B11.2 Proposals should address the team's understanding of the broad functional and technical requirements; including but not limited to the team's understanding of geometric design, urban design, construction staging, access management, pedestrian and cyclists accommodation, safety; and how the stakeholder discussions and feedback integrates into the planning and decision-making process; the proposed Project's construction budget; the City's Project methodology with respect to the information provided within this RFP; and any other issue that conveys your team's understanding of the Project requirements. The Proposal should explicitly list dates for all key meetings and list all the planned deliverables and their formats for the project and state any assumptions made with respect to the deliverables and the Scope of Services. The Proposal should also list all activities and services to be provided by the City.

B11.3 For each person identified in B10.1, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B11.4 Methodology should be presented in accordance with the Scope of Services identified in D4.1. A table, similar to the "Estimated Fees, Expenses and Level of Effort" table attached hereto as Appendix B, should be included that details an outline of the work program for all Phases of the assignment including the hourly rate and estimated time for each individual and each task. The table should also include the cost of all applicable disbursements and any associated mark-ups. Subtotals should be provided summarizing the costs for each individual, each task, and each Phase of the assignment.

## **B12. PROJECT SCHEDULE (SECTION F)**

B12.1 Proponents should provide a methodology including the key issues and criteria that will establish the construction schedule. The methodology should address any relevant information that convey the Proponent's understanding of the Project requirements with respect to how the Project schedule will be developed.

B12.2 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B12.3 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. The schedule should depict all key meetings including, project steering committee meetings and stakeholder meetings.

**B13. DISCLOSURE**

B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B13.2 The Persons are:

- (a) N/A

**B14. CONFLICT OF INTEREST AND GOOD FAITH**

B14.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of 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 its 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.

B14.3 In connection with its Proposal, each entity identified in B14.2 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 Project Manager; 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.

B14.4 Without limiting B14.3, the City may, in its 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 its 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 its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B14.5 Without limiting B14.3, 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 its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
  - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Proponent if the Proponent, or one of its 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.
- B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B15. QUALIFICATION**

- B15.1 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.
- B15.2 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, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B15.3 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; and
  - (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; and
  - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B15.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B15.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

#### **B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent and their address(es) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B16.3 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).

B16.3.1 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.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

#### **B17. IRREVOCABLE OFFER**

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 9 of Form A: Proposal.

B17.2 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 Work for the time period specified in Paragraph 9 of Form A: Proposal.

#### **B18. WITHDRAWAL OF OFFERS**

B18.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B18.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B19. INTERVIEWS**

B19.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B20. NEGOTIATIONS**

B20.1 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.

B20.2 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.

B20.3 If, in the course of negotiations pursuant to B20.2, 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.

## **B21. EVALUATION OF PROPOSALS**

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
- (c) Fees; (Section B) 10%
- (d) Experience of Proponent and Subconsultant; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
- (f) Project Understanding and Methodology (Section E) 40%
- (g) Project Schedule. (Section F) 5%

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.

B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

- B21.5 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.
- B21.6 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.6.1 Further to B21.1(c) where the Fees exceeds the funds stated in D4.4, the City may determine that no award will be made in accordance with B22.2.1(a).
- B21.7 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.
- B21.8 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B10
- B21.9 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B11.
- B21.10 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B21.11 Notwithstanding B21.1(d) to B21.1(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.
- B21.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

## **B22. AWARD OF CONTRACT**

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 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.
- B22.2.1 Without limiting the generality of B22.2, 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 its 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.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Notwithstanding Paragraph 5 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.

- B22.5.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant 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 2017-03-24) 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, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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. PROJECT MANAGER

- D2.1 The Project Manager is:  
Vaibhav Banthia, M.Sc., P. Eng., CIM, Bridge Projects Engineer, City of Winnipeg  
Telephone No. 204 986-5008  
Email Address: [ybanthia@winnipeg.ca](mailto:ybanthia@winnipeg.ca)
- D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.
- D2.3 Proposal Submissions must be submitted to the address in B6.

#### D3. INTRODUCTION AND BACKGROUND

- D3.1 This assignment generally encompasses undertaking engineering services related to the reconstruction of Sherwin Road from Notre Dame Avenue to Saskatchewan Avenue and replacement of existing twin barrel steel plate culvert on Sherwin Road at Omand's Creek
- (a) The assignment also includes undertaking just functional design studies for intersection improvements at King Edward Street and Dublin Avenue and Multi-Use Path extension on Saskatchewan Avenue.
- D3.2 Sherwin Road is a collector street located in the St. James industrial zone between Saskatchewan Avenue to the south and Notre Dame Avenue to the north. This two lane bi-directional roadway serves many businesses and institutions. There is also an off-street, multi-use path on the west side of Sherwin Road. The section of Sherwin Road, south of Dublin Avenue is a truck route.
- D3.3 Background to Bridge Replacement
- (a) The existing twin barrel steel plate culvert over Omand's Creek is 12.46m long. The culvert supports two lanes of traffic and a 2.55m sidewalk. Several miscellaneous maintenance works have been carried out over the years, including concrete headwall repairs in 1981, installation of aluminum balanced shoulder barrier in 1987, installation of chainlink fence in 1988, and headwall repair in 2013.
- (b) The culvert is in poor condition with the bottom of the culverts rusting. The hydraulic capacity of the culvert to accommodate Omand's Creek flows is undersized and there is also evidence of creek bank slope stability failures. The immediate area is industrial and many trucks use Dublin Avenue and Sherwin Road to deliver and pick up goods. The intersection is inadequate to handle these turning movements. The intersection cannot be improved without a longer culvert to create more space for those improvements to occur. For these reasons, the existing culvert needs to be replaced with a new longer culvert to restore service life, improve hydraulic capacity, and accommodate intersection improvements and associated roadside safety.
- D3.4 Background to Road Improvements
- (a) The Regional and Local Street Renewal Program is the annual Capital street renewal program of the City of Winnipeg's Capital Budget, as adopted by Council. Project



Locations and Budgets are recommended by the Public Service and adopted by City Council.

- (b) Sherwin Road is a two-lane composite pavement (concrete that has been overlaid with asphalt) in poor condition with a multi-use path on the west side of the right-of-way.
- D3.5 Given the proximity of the proposed road improvements to the bridge replacement, and the requirement to coordinate the road improvements with the design and construction of the new crossing structure, these works are being delivered under single scope of services.
- D3.6 Transportation issues include sightline constraints, off-tracking, lack of safe multi-use path connectivity through the intersection from Sherwin Road to Saskatchewan Avenue.
- D3.7 A number of utilities are present at the site, including a 300mm AC watermain, 450mm concrete wastewater sewer, and 450mm CSP land drainage sewer in the vicinity of the culvert.
- D3.8 Property requirements at the site are to be considered.
- D3.9 City's proposed project schedule for the work is:
  - (a) Draft preliminary design report submitted for City review by October 25, 2019.
  - (b) Preliminary design report finalized by December 16, 2019.
  - (c) Detailed design starting in January 2020.
  - (d) Tendering in September 2020.
  - (e) Construction starting in December 2020 and completed in October 2021.
- D3.10 The project will be carried out in a staged approach with preliminary design, detailed design, and contract administration phases. It is anticipated that preliminary design would assess existing conditions and confirm the best way to proceed, including the provision of class 3 cost estimate.

#### **D4. SCOPE OF SERVICES**

- D4.1 The Services required under this Contract shall consist of the preliminary design, detailed design, and contract administration of reconstruction of Sherwin Road between Saskatchewan Avenue to the south and Notre Dame Avenue to the north, intersections improvement, and replacement of existing twin barrel steel plate culvert on Sherwin Road, in accordance with the following:
  - (a) Preliminary Design as outlined in D5.
  - (b) Detailed Design as outlined in D6.
  - (c) Contract Administration as outlined in D7.
  - (d) Post Construction Services as outlined in D8.
- D4.1.1 The Services required under D4.1(a) to D4.1(e) shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.
- D4.2 For all Phases, include any and all associated ancillary services required to successfully complete the Work to the satisfaction of The City of Winnipeg.
- D4.3 The following shall apply to the Services:
  - (a) Appropriate geometric standards set by the Transportation Association of Canada (TAC);

- (b) City of Winnipeg's Transportation Standards Manual (latest edition);
- (c) City of Winnipeg's Accessibility Design Standards (latest edition);  
[http://winnipeg.ca/ppd/Universal\\_Design.stm](http://winnipeg.ca/ppd/Universal_Design.stm)
- (d) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009);
- (e) City of Winnipeg's Tree Removal Guidelines (latest edition);
- (f) The current edition of The City of Winnipeg Standard Construction Specifications.
- (g) Winnipeg Pedestrian and Cycling Strategies.
- (h) Current and best practices in pedestrian and cycling infrastructure design.
- (i) Current and best practices in the geometric design of traffic interchanges
- (j) Canadian Highway Bridge Design Code, CSA S6-14.
- (k) Universal Design Policy;
- (l) OurWinnipeg, <http://www.winnipeg.ca/interhom/CityHall/OurWinnipeg/pdf/OurWinnipeg.pdf>
- (m) Complete Communities Direction Strategy;  
<http://www.winnipeg.ca/interhom/CityHall/OurWinnipeg/pdf/CompleteCommunities.pdf>
- (n) Transportation Master Plan; <http://winnipeg.ca/finance/pdfs/ipd/TMPFinalReport.pdf>
- (o) City of Winnipeg TOD Handbook; <http://winnipeg.ca/ppd/planning/TOD/pdf/Handbook.pdf>
- (p) City of Winnipeg Zoning By-law (200/2006);
- (q) The Accessibility for Manitobans Act;  
[http://www.accessibilitymb.ca/pdf/accessibility\\_for\\_manitobans\\_act.pdf](http://www.accessibilitymb.ca/pdf/accessibility_for_manitobans_act.pdf)

D4.4 The funds available for this Contract are \$700,000

## **D5. PRELIMINARY DESIGN**

D5.1 Services as defined in Appendix A shall include but not be limited to:

D5.2 Meetings

- (a) The Consultant shall 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 potential options and to gain concurrence of recommendations for the alternatives to be developed, prior to finalization of the preliminary design report.

D5.3 Review of Existing Information

- (a) Review existing record drawings, utility information, reports, and other information that will be provided by the City to establish relevant information. This information will be provided during the RFP period upon email request to the Project Manager. Confirm and supplement this information as necessary.

D5.4 Site Investigation

- (a) Carry out detailed on-site topographic surveys, inspections and site information gathering.

D5.5 Hydraulic Investigation

- (a) Perform a hydraulic investigation to determine the appropriate size and type of hydraulic opening. Consult with the Water & Waste Department to confirm acceptability.
- (b) Provide updated HEC-RAS model with the final design scheme for the proposed crossing at the conclusion of the project as part of the final construction report.

D5.6 Geotechnical Investigation

- (a) Perform a geotechnical investigation sufficient to design the recommended alternative. Carry out slope stability analysis of the existing adjacent creek banks. Fees for geotechnical drilling including sampling, and material testing shall not be included in the Fee Proposal, nor shall they include costs for direct on site supervision of these activities. However a geotechnical investigation program shall be proposed and an estimated budget provided separately from the Fee Proposal as Type 2 Disbursement.

#### D5.7 Utilities

- (a) Review existing utilities at and near the culvert and hold meetings with representatives from the utilities as necessary. Perform televising as required. Perform hydro-excavation if necessary to confirm elevations. Determine whether there will be any utility relocation requirements in consultation with the proper authority and the City of Winnipeg. Fees for sewer televising and hydro-excavation shall not be included in the Fee Proposal, nor shall they include costs for direct on site supervision of these activities. However a sewer televising and hydro-excavation program shall be proposed and an estimated budget provided separately from the Fee Proposal as Type 2 Disbursement.

#### D5.8 Property

- (a) Assess property requirements to confirm no additional property requirement and/or construction easements are required.

#### D5.9 Regulatory Requirements

- (a) Determine regulatory approval requirements, if any, including those with City of Winnipeg Waterways, Manitoba Conservation, Navigable Waters, and Department of Fisheries and Oceans (DFO), and requirements for any other regulatory approvals that may be necessary.

#### D5.10 Develop Alternatives

- (a) Confirm road and multi-use pathway requirements with the City of Winnipeg. It is anticipated that the two vehicular lanes and multi-use pathway that exist on Sherwin Road are to be maintained.
- (b) The culvert shall be designed in accordance with the Canadian Highway Bridge Design Code, CAN/CSA-S6-14. The design live load vehicle shall be the CL-625. All structures shall be designed for a minimum 75 year design life.
- (c) Hold meetings with the Project Manager and the City of Winnipeg Project Technical Steering Committee to present the findings of the investigations and to gain concurrence of recommendations for the two (2) alternatives to be developed for the structure.
- (d) Develop two (2) structure crossing alternatives for the structure consistent with the above information, including detailed Class 3 (expected accuracy of +30% to -20%) cost estimate, traffic management plan during construction including transit, risk assessment, and proposed construction schedule.
- (e) Develop evaluation criteria and weighting for selection of the recommended option. This is to be done in conjunction with the Project Manager and the City of Winnipeg Project Technical Steering Committee.
- (f) Design pavement structure for Sherwin Road. The pavement cross section may change based on soil conditions. Both concrete and asphalt are to be compared as well as a maintenance schedule which would be an output of the life cycle cost comparison.
- (g) Refine horizontal and vertical alignments that offer the optimal cost/benefit in terms of enhancing traffic safety, minimizing property and pavement costs, and permitting traffic staging during construction.
- (h) Develop a design of a new roadside barrier on the culvert to replace the existing aluminum balanced barrier.
- (i) Explore geometrical improvements at the intersections along Sherwin Road to mitigate off-tracking.

- (j) Pedestrian and Cycling Infrastructure
  - (i) Assess pavement condition of the existing multi-use path on Sherwin Road and recommend sections requiring renewal.
  - (ii) Design pedestrian and cycling connectivity on the new structure.
  - (iii) Design extension of existing multi-use pathway on Sherwin Road to Saskatchewan Avenue. Recommend interim solution to terminate the path at Saskatchewan Avenue that provides cyclists with the opportunity to safely transition to the road. Ensure the right turn channel island is designed to accommodate the future extension of a multi-use path on the north side of Saskatchewan Ave.
  - (iv) Design extension of existing multi-use pathway on Notre Dame Avenue, west of Sherwin to connect to existing bus stop.
- (k) Undertake detailed examination of access requirements for abutting residents and businesses;
  - (i) Conduct a swept path analysis of the accesses to confirm appropriate geometry for the abutting businesses.
  - (ii) Develop a construction traffic management plan and construction staging drawings, considering vehicles, trucks, Winnipeg Transit Operations, pedestrians, cyclists, emergency vehicles, and access management to provide an acceptable level of service during construction. If necessary, develop temporary accesses to allow for businesses to operate seamlessly during construction. Propose alternatives that have minimal maintenance requirements.
  - (iii) Develop a construction signage plan in consultation with Traffic Management that will assist the public in locating affected businesses during construction.
- (l) The overall project schedule will assist in the consultant working collaboratively with the City Project Manager to populate the Basis of Estimate (<http://winnipeg.ca/finance/infrastructureplanning/camp.stm>) to determine the Project Costs which include factors like inflation and cash flow requirements.

#### D5.11 Intersection Improvements - King Edward Street and Dublin Avenue

- (a) Perform an assessment of the turning movement at southbound King Edward Street to westbound Dublin Avenue and propose intersection improvements at a functional design level with provision of a Class 4 estimate.

#### D5.12 Multi-Use Path Extension - Saskatchewan Avenue

- (a) Develop a functional design and Class 4 estimate for the extension of multi-use path from the limits as noted in D5.10(j)(iii) from Sherwin Road to Berry Street with a connection to the Berry Street painted bike lanes.

#### D5.13 Stakeholder Relations

- (a) The stakeholder relations scope should include the following:
  - (i) The Consultant should contribute to, review, and refine a City-developed stakeholder relations plan including clear goals and objectives for each phase of the project. The stakeholder relations plan will be provided to the Consultant subsequent to the project kick-off meeting ;
  - (ii) The Consultant should develop, in consultation with the City, a comprehensive stakeholder list, along with contact information and should update and maintain the list throughout the Project. The stakeholder list will identify key stakeholders in the Project area that may be impacted by the Project. This list will also include groups with a high interest in the outcomes of the Project. The consultants will organize key stakeholders into tiers based on needs, interests, and impacts on stakeholders and stakeholder groups;
  - (iii) The Consultant should organize meetings with key stakeholders (and City staff where appropriate) to build relationships and ensure that opportunities and outstanding issues are addressed. The key stakeholders may include but may not be limited to; Winnipeg Airport Authority (WAA), landowners, business owners,

schools, residents, provincial or federal entities, other City of Winnipeg departments, and with those affected by changes to traffic flow.

- (iv) The Consultant should develop content for communications with stakeholders, or work with City communications staff to do so. This may include, but may not be limited to direct letters and updates to residents and businesses.
- (b) All stakeholder lists, contact information and correspondence with stakeholders and the public, should be tracked by the consultants and should be returned at the end of the Project. Stakeholder and public correspondence tracking logs and lists may be requested by the Project team during the Project.

#### D5.14 Preliminary Design Report

- (a) Prepare and submit a preliminary design report outlining the results of the investigations and assessments carried out, options investigated, and the recommended scope of work, complete with drawings Class 3 (expected accuracy of +30% to -20%) cost estimates, traffic management plan during construction, risk assessment, proposed construction schedule, and stakeholder relations feedback. Four (4) hard copies along with an electronic PDF version properly bookmarked of the final report shall be submitted.
- (b) A draft report is to be submitted. The review period will be three (3) weeks.
- (c) The report is to be finalized after incorporating feedback from the City Project Manager.

#### D5.15 Monthly Status Reports

- (a) The Consultant shall submit a written Monthly Status Report to the City's project manager during Preliminary Design. The status reports shall include:
  - (i) Progress on tasks since previous report;
  - (ii) Planned accomplishments for the next period;
  - (iii) Project schedule update;
  - (iv) Project budget update;
  - (v) Project stakeholder relations status update;
  - (vi) List concerns, potential problems, risks, etc, for the project

### **D6. DETAILED DESIGN**

#### D6.1 Detailed Design Services as defined in Appendix A shall include but not be limited to:

- (a) Undertake detailed design and Bid Opportunity preparation based on the agreed scope of work.
- (b) Obtain any regulatory approvals that may be necessary. Fees for permit fees for the regulatory approvals shall not be included in the Fee Proposal. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.
- (c) Include all services required to award a Contract to the successful bidder.

#### D6.2 The anticipated scope of construction work includes but may not be limited to:

- (a) Removal of the existing culvert on Sherwin Road
- (b) Construction of new culvert on Sherwin Road.
- (c) Raising of the approach grades and road reconstruction
- (d) Possible relocation of utilities
- (e) Possible stabilization of creek banks.
- (f) Detailed design drawings, specifications, and construction cost estimates shall be submitted for review to the Project Manager at 50% and 95% completion stages. The Consultant shall allow 2 weeks for review. Drawings shall be submitted for Underground Structures allowing 3 weeks for comments.

- D6.3 The Consultant shall submit a written Monthly Status Report to the City's project manager during Detailed Design. The status reports shall include:
- (a) Progress on tasks since previous report;
  - (b) Planned accomplishments for the next period;
  - (c) Project schedule update;
  - (d) Project budget update;
  - (e) List concerns, potential problems, risks, etc, for the project.

## **D7. CONTRACT ADMINISTRATION**

- D7.1 Contract Administration Services are defined in Appendix A.
- D7.2 NON-RESIDENT Contract Administration Services as defined in Appendix A necessary to complete works of the project shall be provided.
- D7.3 RESIDENT Contract Administration Services as defined in Appendix A necessary to complete works of the project shall be provided. In accordance with Clause 7.5 of Appendix A, full-time inspection is required for the inspection of the bridge culvert infrastructure. Fee estimates shall be based on an equivalent of 20 weeks of full time inspections for a mid-December 2020 to mid-April 2021 main Construction period, with seasonal work to be done May - July 2021. More specifically, fee estimates for road reconstruction resident services combined shall be based on a total of 60 day construction working day period. The number of days to be confirmed with the Project Manager during detailed design.
- D7.4 Fees for material testing during construction shall not be included in the Fee Proposal. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.

## **D8. POST-CONSTRUCTION SERVICES**

- D8.1 Post-Construction Services are defined in Appendix A.
- D8.2 The Consultant shall submit record drawings within three months of Substantial Performance of the each construction contract, including 2 bound sets of 11x17 paper prints, PDF's of the entire set and of individual drawings, and AutoCAD files of individual drawings.
- D8.3 The Consultant shall submit a CD or DVD of electronic copies of photographs.
- D8.4 The Consultant shall submit 2 hard copies and 1 PDF copy of a final construction report within three months of Substantial Performance of the latest construction contract, including:
- (a) Summary report – a brief (three to five page) report comprising of:
    - Introduction – description/summary of scope, time, and cost of project
    - Tender/Award – bids received and award recommendation
    - Construction - description of the scope of works, key issues that arose and resolutions, changes, final or projected final construction cost
  - (b) Appendices:
    - Photographs - typical pre-construction, during construction, and post-construction photographs
    - Cost summary
    - Tabulation of tenders
    - Change orders
    - Summary of progress payments
    - Final progress payment
    - Contract schedule

- Subcontractor list
- Daily or weekly reports
- Meeting minutes
- Shop drawings/submittals
- Instructions
- Contractor request for information & responses
- Material test reports
- Guarantees
- Certificates of substantial and total performance
- Record drawings

## **D9. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D9.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.
- D9.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D9.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
- (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D9.4 A Consultant who violates any provision of D9 may be determined to be in breach of Contract.

## **SUBMISSIONS**

### **D10. AUTHORITY TO CARRY ON BUSINESS**

- D10.1 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 Project Manager with evidence thereof upon request.

### **D11. SAFE WORK PLAN**

- D11.1 The Consultant shall provide the Project Manager 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 C4.1 for the return of the executed Contract.
- D11.2 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, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

### **D12. INSURANCE**

- D12.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

- D12.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its 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 \$2,000,000 per claim and \$2,000,000 in the aggregate.
- D12.2.1 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.
- D12.3 The policies required in D12.2(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.
- D12.4 The Consultant shall require each of its Subconsultants involved in the preliminary or detailed design to provide comparable insurance to that set forth under D12.2(a), D12.2(c), D12.2.1 and D12.3.
- D12.5 Should geotechnical services be required, the Consultant shall procure and maintain or cause its subcontractor to procure and maintain, contractor's pollution liability in an amount of not less than two million dollars (\$2,000,000) per occurrence. Such insurance will include coverage for third party injury and property damage claims, clean-up costs as a result of pollution conditions arising suddenly or gradually from the subcontractors operations and completed operations.
- D12.6 Should closed circuit television (CCTV) sewer inspections and/or geotechnical services be required the Consultant shall cause its subcontractors to procure and maintain insurance as outlined in D12.2(a), D12.2(b), and D12.3.
- D12.7 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, 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 C4.1 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 D12.10.
- D12.8 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.



- D12.9 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.
- D12.10 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**

### **D13. COMMENCEMENT**

- D13.1 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.
- D13.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D10;
    - (ii) evidence of the insurance specified in D12;
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D13.3 The City intends to award this Contract by July 26, 2019.

### **D14. CRITICAL STAGES**

- D14.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Submission of a draft preliminary design report including any property requirements for City review by October 25, 2019.
  - (b) Submission of the final preliminary design report by December 16, 2019.
  - (c) Construction and Material Supply Bid Opportunity documents ready for posting to the City of Winnipeg Bid Opportunity web site no later than October 1, 2020.
- D14.2 Further to C1.1(tt), Total Performance for this Contract will be after the issuance of the Certificate of Acceptance for the construction contract which is typically:
- (a) two (2) years from the Total Performance date of reconstruction and new construction projects; and
  - (b) One (1) year from the Total Performance date for all other construction projects.

## PART E - SPECIFICATIONS

### E1. AS-BUILT DRAWING REQUIREMENTS FOR PUBLIC WORKS PROJECTS (2018)

E1.1 AS-BUILT 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. AS-BUILT 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.

E1.1.1 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.

E1.2 Initial submission of AS-BUILT drawings must be received no later than three months after Substantial Performance.

E1.2.1 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).

E1.3 The drawings are to contain the following information, and be in the format specified below.

E1.4 Drawings are to:

- (a) Be in the AutoCAD format and indicate the version used
- (b) Be AS-BUILT 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

E1.5 In addition included on the CD's 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)                 |

E1.6 Include a PDF copy of all as-built drawings

E1.7 Two (2) copies of the AutoCAD Digital Drawings and PDF copies shall be shared by either of the following ways;

- (a) by DVD. Both copies shall be clearly labelled identifying the Project number.
- (b) by USB flash drive. Both copies shall be clearly labelled identifying the Project number.
- (c) FTP site.

- E1.8 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
- E1.9 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
- E1.10 As-built hard copy must be on Mylar paper or an approved alternate and must have a signed Engineer's seal.
- E1.11 Information shall be sent by mail or courier to:
- Permits & Plan Approval – GIS Support Services  
City of Winnipeg  
Public Works Department  
106-1155 Pacific Avenue  
Winnipeg, MB R3E 3P1

## **E2. GEOTECHNICAL INVESTIGATION REQUIREMENTS FOR PUBLIC WORKS PROJECTS**

- E2.1 Fieldwork
- (a) Clear all underground services at each test-hole location.
  - (b) On most projects, test-holes are required every 50 metres with a minimum of three (3) test holes per Project Location. For street projects greater than 500 metres, test holes may be taken every 100 m. More or fewer test-holes may be required depending upon known Site conditions – confirm with the Project Manager.
  - (c) Record location of test-hole (offset from curb, distance from cross street and house number).
  - (d) Drill 150 mm-diameter cores in pavement.
  - (e) Drill 125 mm-diameter test-holes into fill materials and subgrade.
  - (f) If a service trench backfilled with granular materials is encountered, another hole shall be drilled to define the existing sub-surface conditions.
  - (g) Test-holes shall be drilled to depth of 2 m □ 150 mm below surface of the pavement.
  - (h) Recover pavement core sample and representative samples of soil (fill materials, pavement structure materials and subgrade).

- (i) Measure and record pavement section exposed in the test-hole (thickness of concrete or asphalt and different types of pavement structure materials).
- (j) Pavement structure materials to be identified as crushed limestone or granular fill and the maximum aggregate size of the material (20 mm, 50 mm or 150 mm).
- (k) Log soil profile for the subgrade.
- (l) Representative samples of soil must be obtained at the following depths below the bottom of the pavement structure materials – 0.1 m, 0.4 m, 0.7 m, 1.0 m, 1.3 m, 1.6 m, etc. Ensure a sample is obtained from each soil type encountered in the test-hole.
- (m) Make note of any water seepage into the test-hole.
- (n) Backfill test-hole with native materials and additional granular fill, if required. Patch pavement surface with hot mix asphalt or high strength durable concrete mix.
- (o) Return core sample from the pavement and soil samples to the laboratory.

## E2.2 Lab Work

- (a) Test all soil samples for moisture content.
- (b) Photograph core samples recovered from the pavement surface.
- (c) Conduct tests for plasticity index and hydrometer analysis on selected soil samples which are between 0.5 m and 1 m below top of pavement (this is the sub-grade on which the pavement and sub-base will be built). The selection will be based upon visual classification and moisture content test results, with a minimum of one sample of each soil type per street to be tested.
- (d) Prepare test-hole logs and classify subgrade (based on hydrometer) as follows:
  - (i) < 30% silt - classify as clay
  - (ii) 30% - 50% silt - classify as silty clay
  - (iii) 50% - 70% silt - classify as clayey silt
  - (iv) > 70% silt - classify as silt
- (e) For Pavement Rehabilitations and Mill and Fill Pavement Rehabilitation Method pavement cores may be required. Contact the City's Project Manager to confirm requirements.
- (f) For any uncertain situations and/or locations, or clarification of these requirements, contact the Project Manager.

## E3. TREE REMOVAL GUIDELINES

- E3.1 These guidelines are applicable to situations where trees in fair to good condition on public boulevards, parks, or natural areas are requested to be removed. The following are some examples;
  - (a) Movie sets;
  - (b) Private and commercial approaches;
  - (c) Planned construction, street work, and water and waste projects.
- E3.2 (0 – 10cm) Trees can be replaced at approximately the same size. Customer is responsible for removal utilizing an approved contractor and is to forward the replacement cost (currently \$740 / tree) to the Urban Forestry Branch.
- E3.3 (10 – 30cm) Trees are not easily replaced and are valued according to Council of Tree and Landscape Appraisal Formula.
- E3.4 (30cm +) The Urban Forestry Branch's position is to deny removal and further consultation with the City of Winnipeg Forester is required.
- E3.5 Funding received by The Urban Forestry Branch will be invested back in the form of tree planting within the Ward to maintain the canopy of the urban forest.

**E3.6 Additional Guidelines:**

- (a) There shall be no appraised value applicable for trees that are dead or are in decline.
- (b) Trees that are part of emergency water and waste projects shall be priced for removal and replacement cost.
- (c) For new easements Manitoba Hydro shall consult with the City of Winnipeg Urban Forestry Branch prior to any proposed tree removal. During the consultation, all attempts shall be made to minimize tree removal. Trees that are removed shall be compensated at a value of 1 new tree per 10 cm of dbh (diameter at breast height; ie. 40 cm dbh tree = 4 replacement trees @ \$740 / tree = \$2960). If Manitoba Hydro fails to consult with the Urban Forestry Branch in these matters, then the Council of Tree & Landscape Appraisers, Guide for Plant Appraisal (current edition), shall be used to determine the value of trees.
- (d) Natural stand trees are valued 1:1 ratio for those greater than 5cm dbh. One additional replacement tree will be required for every additional 7.5 cm of dbh (ie. 12.5cm dbh = 2 replacement trees @ \$740 / tree = \$1480). The ISA Species rating will be taken into consideration once a total appraised value has been determined.

**E4. SEWER CONDITION ASSESSMENT & CCTV GUIDELINES (2017)**

**E4.1** Perform condition assessment on all relevant sewers and manholes in the right-of-way within the limits of the street renewal. Condition assessment includes, but is not limited to, the following;

- (a) Review all sewer and manhole assets in the City of Winnipeg's Sewer Management System (SMS) application. Determine which assets are to be inspected using Closed-Circuit Television (CCTV) in accordance with Clause E4.2;
- (b) Review existing CCTV inspections shown in SMS and new CCTV inspections performed in accordance with Clause F4.2;
- (c) Confirm the appropriateness of existing Backlogged and Pending rehabilitation types and limits shown in SMS. If required, provide revised rehabilitation recommendations;
- (d) For all inspections, recommend new rehabilitation types and limits not shown in SMS;
- (e) Recommend what rehabilitation is to be done prior to the pavement renewal project;
- (f) Provide a rehabilitation summary and the new CCTV inspections and corresponding defect coding to WWD Asset Management Branch for review and approval.

**E4.2** The Closed-Circuit Television (CCTV) criteria provided below are general guidelines and are not intended to replace sound municipal engineering judgement specific to the individual project scope and/or location.

- (a) Clean & Inspect sewers and manholes in accordance with CW 2140 Sewer and Manhole Cleaning, and CW 2145 Sewer and Manhole Inspection;
- (b) Where new inspections are required, provide a list of assets to qualified cleaning and inspection contractors;
- (c) Inspect all sewers and manholes where no previous CCTV inspections have been completed;
- (d) Re-inspect sewers and manholes with a Structural Performance Grade (SPG) of 3 or higher that have not been inspected in the previous 5 years or sewers and manholes with an SPG of 1 or 2 that have not been inspected in the previous 20 years;
- (e) Inspect sewers (regardless of SPG) if the street exhibits obvious distress at/along the underground plant;
- (f) Inspect all CB leads to be reused as part of a street reconstruction, pavement rehabilitation, or mill and fill rehabilitation;
- (g) CCTV inspection of sewers and manholes is not required on mill and fill pavement rehabilitation method and thin bituminous overlay (TBO) projects unless the street exhibits obvious distress at/along the underground plant; and,

(h) Sewers and manholes located more than two metres from the work limits (i.e. not located under pavement) do not need to be re-inspected if previous CCTV inspection data exist;

E4.3 For any uncertain situations and/or locations, contact the City Project Manager.

E4.4 The consultant is required to coordinate the sewer inspection contract and communicate the results to WWD Asset Management Branch in accordance with Clause F4.1. Provide the sewer inspections and corresponding defects data to WWD Asset Management Branch. Any repairs or other activities deemed necessary from these inspections must be reviewed and approved by WWD Asset Management Branch

E4.5 Provide the post repair CCTV inspections and corresponding defect coding to WWD Asset Management Branch.