



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 244-2021

**PROFESSIONAL CONSULTING SERVICES FOR THE ST. VITAL BRIDGE OVER
THE RED RIVER REHABILITATION**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR THE ST. VITAL BRIDGE OVER THE RED RIVER REHABILITATION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 4, 2021.

B2.2 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.

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 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 MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Project Manager 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 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 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the number of pages is limited to thirty-five (35), including all tables, drawings, photos and appendices, and all pages should be of size 8.5" x 11", except drawings, tables and schedules, which can be 11" x 17". Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B6.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B6.6.1 Proposals will **only** be accepted electronically through MERX.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B6.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

- B7.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in 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: 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 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;
 - (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: 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 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.
- B8.5 Further to B8.4, the Fee Proposal, in addition to the Total Bid Price, include an allowance for:

- (a) For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover the following costs:
 - (i) Geotechnical Investigations as per D5.5(b)
 - (ii) Sewer Televising and Hydroexcavation as per D5.6(a)
 - (iii) Stakeholder Information Materials and related costs, as per D14.3
- (b) An allowance of up to 5% may be made for handling charges.
- (c) The amount for each disbursement shall be shown on Form P: Person hours as Type 2 Disbursement.

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 D15. Any such costs shall be determined in accordance with D15.

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

B9.1.1 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.

B10.1.1 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 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 B10.1.1.

B10.3 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project).

B10.4 Further to B10.1 to B10.3, include personnel for evaluation of award of possible future phases, Detailed Design in 2022, Construction Administration in 2023 and 2024, and Post Construction Services in 2025 and 2026.

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.

B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4.

B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B11.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the urban design issues;
- (c) the teams' understanding of IAP2 processes and principles and how they apply to the Project;
- (d) the proposed Project budget;
- (e) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
- (f) any other issue that conveys your team's understanding of the Project requirements.
- (g) 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.

B11.5 Further to B11.4(c), the City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training.

B11.6 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.

B11.6.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.

B11.6.2 Additionally, include rates for future years for all personnel identified for future phases, as per B10.4

B11.7 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.6.

B11.8 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B11.8.1 The table should also include the cost of all applicable disbursements and any associated mark-ups. Subtotals should be provided summarizing the costs for each individual, each task, and each Phase of the assignment. For each person identified in B10.1, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B12. PROJECT SCHEDULE (SECTION F)

- B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B13. DISCLOSURE

- B13.1 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.
- 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 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 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 Services 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 Services 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;
- 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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- 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 Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

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 11 of Form A: Bid/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 Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

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 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B21.6 Further to B21.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.3.

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.

B21.13 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.

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 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.

- (a) Refer to B10.4 and B11.6.2 for further details on potential award of future phases.

B22.6 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

B22.6.1 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 award letter notwithstanding that they are not necessarily attached to or accompany said award letter.

B22.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).

B22.8 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 D15 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

B22.9 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.

B22.10 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 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.
- 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:

Damir Muhurdarevic, P. Eng.

Telephone No. 204 986-3712

Email Address: DMuhurdarevic@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.

D3. INTRODUCTION AND BACKGROUND

D3.1 On December 16, 2020, Council adopted the 2021 Capital Budget which includes \$2,000,000 in funding for St. Vital Bridge Rehabilitation.

D3.2 The St. Vital bridge consists of twin structures and serves to provide a crossing of the Red River connecting Osborne Street and Dunkirk Drive. The bridge structures serve to accommodate the movement of vehicles and pedestrians. They were constructed in 1965 and rehabilitated in 1988. The bridges are approximately 280 m long and each bridge carries two traffic lanes with sufficient load carrying capacity and a 1.5 m wide sidewalk for a total area of 6,200 m². The bridges carry approximately 44,000 vehicles a day.

D3.3 The condition of the overall bridge structure is poor. The width of each structure does not accommodate for inclusion of cycling paths and shy distances (shoulders) are of substandard width. The sidewalk width is narrower than current standards. Due to the use of de-icing chemicals, the bridge deck and traffic barriers are delaminating as a result of reinforcing steel corrosion. On-going annual deck patching is and will be required until construction occurs. The bridge deck will be 35 years old since the last rehabilitation by the time construction commences. The approach pavements are also in poor condition.

D3.4 Construction, as part of Tender 1245-2019 was recently completed on the bridge bearings.

D3.4.1 The work as part of that tender included:

- (a) Removal, modifications, repair and resetting of existing bearings at the north abutment, south abutment and pier no. 3, as shown on the drawings in the tender

D3.5 There is currently ongoing construction as part of Tender 822-2020 on the east structure.

D3.5.1 The work as part of this tender includes:

- (a) Removing the existing Baltimore aerial force main pipe and associated appurtenances located under deck (under the sidewalk on the east end of the superstructure);
- (b) Constructing expanded concrete supports at Piers 2, 5, and 7 to support the new aerial force main pipe;
- (c) Supplying and installing the structural support assembly for the new aerial force main pipe;
- (d) Supplying and installing new steel pipe support bearings and installing the new aerial force main pipe;

- (e) Supplying and installing riverbank connection piping, electrical and controls;
- (f) Tying the new force main into the existing system;
- (g) Commissioning the new force main and Decommissioning and removing the existing temporary by-pass system currently located on the closed sidewalk on the east structure;

D3.5.2 All structural work as part of the 822-2020 tender isn't intended to interfere with any of the future design work as part of this assignment. The proponent is to confirm the scope of work prior to commencing development of design options.

D3.5.3 The work as part of the 822-2020 tender is expected to be substantially completed (Substantial Performance) by November 15, 2021, and fully completed (Total Performance) by December 15, 2021, which is approximately one year prior to the commencement of the construction phase of the future tender associated with this assignment.

D3.6 The objective of this study will be widening of the St. Vital Twin Bridge and associated roadworks to achieve the following:

- (a) Condition assessment of the bridge
- (b) Renewing the asset condition of the bridge deck;
- (c) Renewing the asset condition of pavement of Route 62, between Jubilee Avenue and Fermor Avenue, including the ramps on the south side of the Red River;
- (d) Rehabilitation of pedestrian underpasses under Osborne Street (north side) and under Dunkirk Drive (south side) adjacent to the bridge
- (e) Potential riverbank stability protection and stabilization at and downstream of the west structure, on both banks
- (f) Develop bridge deck widening alternatives to accommodate and integrate the safe, efficient and accessible movement of people and goods in a variety of modes on the bridge deck, in particular pedestrians, cyclists, Transit, and vehicular traffic; and,
- (g) Improving the safety and efficiency for all users by introducing a multi-use paths on the structures, and connecting the existing active transportation paths on each side of the Red River.
- (h) Construction is expected to be staged over a two-year period in 2023 and 2024.
- (i) The rehabilitated structures will provide an additional 50 years of service life.

D3.7 Background to the Structures' Rehabilitation – Planning and Policy Background

- (a) In 2011, Council adopted the Transportation Master Plan (TMP).
- (b) In 2015, Council adopted the Pedestrian and Cycling Strategies (PCS). The PCS identifies this segment of Route 62 (Osborne/Dunkirk) at the structures' location as a future multi-use pathway route. Without widening, structures won't be able to accommodate future cycling lanes.
- (c) The Winnipeg Transit Master Plan (2019-2021) study was recently completed by the City to help develop a long-term, system-wide plan that will cover all aspects of the public transit system - Transit, Rapid Transit and Transit Plus (formerly Handi-Transit) service and infrastructure. The study recommendations are currently in draft form for consideration by Council. The plan builds on the 2011 OurWinnipeg Sustainable Transportation Strategy and Transportation Master Plan as well as public input from the OurWinnipeg Review. The current study shall consider the planned Transit Service Improvements along the route 62 when generating improvement options. The Winnipeg Transit Master Plan is expected to be adopted by Council in 2021.
- (d) An update to the 2011 TMP, *Transportation Master Plan: 2050* is presently ongoing.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist preliminary design of the major rehabilitation and deck widening of the St. Vital Bridge twin structures, rehabilitation of roadway adjacent to both sides of the bridge, expansion of the active transportation network on the bridge and connecting to existing networks on both sides of the bridge, rehabilitation of culverts under Osborne Street and Dunkirk Drive as part of the active transportation network, and slope stabilization of the Red River embankments in the vicinity of the bridge, accordance with the following:

- (a) Preliminary Design as outlined in D5.
- (b) Future Phases as outlined in D6.
- (c) Stakeholder Relations as outlined in D13
- (d) Targeted Stakeholder Consultation as outlined in D14

D4.1.1 The Services required under (a) and (b) 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 The following shall apply to the Services:

- (a) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- (b) Public Engagement Guidelines
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>
- (c) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
- (d) City of Winnipeg's Transportation Standards Manual (Draft 2012);
- (e) Transportation Master Plan 2011;
<https://winnipeg.ca/publicworks/transportation/pdf/transportationMasterPlan/2011-11-01-TTRWinnipegTMP-Final-Report.pdf>
- (f) Transportation Master Plan 2050 (ongoing), refer to;
<https://winnipeg.ca/publicworks/transportation/transportationmasterplan.stm>
- (g) Winnipeg Transit Master Plan, as submitted to the Standing Policy Committee on Infrastructure Renewal and Public Works (SPC-IRPW) on Thursday, March 11, 2021 (Report #4);
<http://clkapps.winnipeg.ca/dmis/ViewDoc.asp?DocId=20797&SectionId=&InitUrl=>
- (h) City of Winnipeg's Accessibility Design Standards (latest edition);
http://winnipeg.ca/ppd/Universal_Design.stm
- (i) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009);
- (j) City of Winnipeg's Tree Removal Guidelines (latest edition);
- (k) The current edition of The City of Winnipeg Standard Construction Specifications.
- (l) The current edition of The City of Winnipeg Standard Construction Specifications.
- (m) Winnipeg Pedestrian and Cycling Strategies, <http://walkbike.winnipeg.ca>
- (n) Current and best practices in pedestrian and cycling infrastructure design.
- (o) Canadian Highway Bridge Design Code, CSA S6-14.

- (p) Ontario Structures Inspection Manual (OSIM), latest edition.
- (q) City of Winnipeg's Project Management Manual and associated templates and processes;
<http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2>
- (r) City of Winnipeg's Investment Planning Manual and associated templates and processes;
<http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2>
- (s) City of Winnipeg Zoning By-law (200/2006);
- (t) The Accessibility for Manitobans Act;
http://www.accessibilitymb.ca/pdf/accessibility_for_manitobans_act.pdf

D4.3 The funds available for this Contract are \$1,000,000.00.

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 and during Public Engagement activities, and finalization of the preliminary design report.

D5.3 Review of Existing Information

D5.3.1 Review existing record drawings, reports, and other information that will be provided by the City to establish an understanding of available and relevant information. Confirm and supplement and necessary. This information will be made available during the RFP period upon written request to the City and will include:

- (a) Aerial photography,
- (b) LiDAR data,
- (c) As-built drawings where available.
- (d) Load Rating of existing structure
- (e) Underwater Inspection Reports
- (f) Geotechnical reports and monitoring data, as available

D5.3.2 Carry out detailed on-site topographic surveys, inspections and site information gathering. Surveys should be sufficiently detailed and comprehensive to develop base plans, elevation models and cross sections for detailed design and the development of construction drawings

D5.4 Hydraulic Investigation

- (a) Perform a hydraulic investigation to confirm sufficiency of the existing Red River channel and of any modifications or rehabilitation contemplated.

D5.5 Geotechnical Riverbank and Slope Investigation and Analysis

- (a) Review existing geotechnical reports, testhole logs, and monitoring results, and assess the physical condition and functionality of existing instrumentation.
- (b) Undertake additional geotechnical investigations as necessary, to complement existing data and instrumentation, and sufficient to support the analysis and all design phases. As necessary, carry out geotechnical drilling, sampling, instrumentation installation and material testing that may be required at the existing bridge structure.
- (c) Perform slope stability analysis of the adjacent river banks.
- (d) Carry out a geotechnical investigation of the roads in accordance with E2

D5.6 Utilities

- (a) Review existing utilities at and near the bridge and hold meetings with representatives from the utilities as necessary. Perform televising as required and perform hydroexcavation 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.
 - (i) Fees for sewer televising and hydroexcavation shall not be included in the Fee Proposal. A sewer televising and hydroexcavation program shall be proposed and an estimated budget shall be provided separately from the Fee Proposal. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.

D5.7 Regulatory Requirements

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

D5.8 Bridge Condition Assessment

- (a) Carry out a bridge condition assessment. Produce an OSIM inspection report for the bridge structure.
- (b) Carry out other related testing of the bridge to document conditions, and to assist in determining recommended remedial measures, including but not limited to:
 - (i) Deck delamination survey
 - (ii) Deck cracks mapping survey
 - (iii) Deck reinforcing covers survey
 - (iv) Deck corrosion potential survey, as feasibly possible
 - (v) Coring of the bridge deck, compressive strength, hardened air void analysis, petrographic analysis, permeability testing, and chloride content testing.

to confirm if partial depth rehabilitation of the bridge deck is appropriate, and recommend rehabilitation measure

- (c) The City's under bridge crane will be available to the Consultant for one day per structure, associated traffic control for the lane closures will be provided by the City.

D5.9 Bridge Structure Load Rating

- (a) Structure modifications shall be designed and load rated in accordance with the Canadian Highway Bridge Design Code, CAN/CSA-S6-14. The design live load vehicle shall be the CL-625. The rehabilitated structure shall be designed for a minimum 50-year design life. The Consultant shall gain acceptance of the City Project Manager for the assumptions used in the load rating and for an additional three (3) special overload vehicles that are to be used.

D5.10 Design of Bridge Modifications

D5.10.1 Deck modifications

- (a) Develop and evaluate multiple bridge superstructure configurations, widening the bridge deck, with the intent of conserving the existing substructure geometry, if possible, that provide adequate cross-sectional dimensions in terms of:
 - (i) Shy distances
 - (ii) Lane widths
 - (iii) Pedestrian Facilities on both structures
 - (iv) Cycling Facilities on the east structure
- (b) Rationalize the amount of widening sufficient to include all additions as per (a)
- (c) Rationalize adding girder lines to each structure whether widening of the substructure is necessary to include all additions as per (a)
- (d) Rationalize widening the superstructure towards the median utilizing a cost/benefit approach.

D5.10.2 Abutment modifications

- (a) Develop and evaluate abutment modification opportunities for conversion to a semi integral configuration

D5.11 Active Transportation Network Design

- (a) Carry out an active transportation network assessment. Consult with the City to determine and coordinate with latest plans for the active transportation network in the area.
- (b) Confirm recommendation as per D5.10 for a greater degree of active transportation connectivity, consistent with the Transportation Master Plan, the adopted Pedestrian and Cycling Strategies document, and the latest Winnipeg Cycling Map.
- (c) Facility are to be designed for people of all ages and abilities.
- (d) The new alternative pedestrian and cycling connection over the Red River bridge must include appropriately designed vulnerable user protection from the high-speed roadway.
- (e) Design new and/or upgraded bicycle facilities within the project limits that connect to existing facilities at logical locations for construction purposes.
 - (i) More specifically, ensure that the existing south end path is extended from its current terminus to and across the east structure via a multi-use path
 - (ii) Ensure that the new multi-use path across the west structure connects to the network via logical configurations.
 - (iii) Ensure that the new multi-use path across the structures also connect to Kingston Row at the south end of the structure as well as considers additional connections to Elm Park Road and/or Cunnington Avenue
 - (iv) Ensure that the new multi-use paths connect to the existing path along Churchill Drive at the north end of the structures as well as connect to Montgomery Avenue to provide a connection to the Hay Street neighbourhood greenway as per direction of the Transportation Division
 - (v) Design a new path leading from Churchill Drive to the existing path on the west side of the structures, as per direction of the Transportation Division
 - (vi) Design a connection from the west side of the Dunkirk Drive pedestrian underpass to connect to Kingston Row and explore the possibility to also connect to the Canoe Club Park path as per City.

D5.12 Road Design

- (a) Confirm requirements with the City of Winnipeg. Arrive at agreed on design criteria early in the project. Produce a design basis memorandum.
- (b) Address all major issues and coordination items.
- (c) Investigate alternatives so the best and most efficient design can be determined.
- (d) Develop horizontal and vertical alignment options for the east and west on/off ramps on the south end of the structures based on current national guidelines and local standards, and in accordance to the structures' widening as per D5.10.
 - (i) More specifically, consider eliminating the high-speed loop ramp configuration and designing lower speed right-in/right-out T-intersections to and from Dunkirk Drive, including:
 - Appropriate acceleration and deceleration lanes where feasible.
 - Consider interaction between the proposed bus bays as per D5.12 (ii) and Dunkirk on/off ramps.
 - Reduction of the boulevard divided sections of the ramps and consolidation of the one-way ramps to undivided two-lane configurations.
 - Reconfiguration of the Kingston Row intersections and existing accesses along the ramps.
 - Replacement of the OHSS (southbound and northbound) with new ones, up to current design standards.

- Identification of areas for new tree plantings as a result of the reconfigured on/off ramps
- (ii) Eliminate bus loops at the south end of the ramps (bus stop No. 50466 and 50465), and replace them with dedicated bus bays located on Dunkirk Avenue, just south of the bridge.
 - Supplement the bus bays design to include space for heated bus shelters and bicycle racks.
 - Provide a direct link between those bus stops considering a connection under the bridge, via Kingston Row.
- (iii) Eliminate bus stop No. 50464 and its dedicated bay, located at the west ramp, NB direction.
- (iv) Minimize impact to existing trees and boulevards as part of the design
- (e) Evaluate horizontal alignments that offer the optimal cost/benefit in terms of:
 - (i) Enhancing traffic safety through an increased median width, or median enhancements.
 - (ii) Traffic staging during construction.
- (f) Roadway Renewals
 - (i) Review City of Winnipeg condition assessment data and consult with the Project Manager prior to recommending renewal treatment for existing pavement. Approximate limits to undertake roadway treatment are:
 - NB Dunkirk Drive (Bridge to Fermor Avenue) anticipated be a major rehabilitation.
 - SB Dunkirk Drive (Bridge to Fermor Avenue) anticipated to be pavement renewal only (mill and fill)
 - NB Osborne Street (Bridge to Jubilee Avenue) pavement renewal where required.
 - SB Osborne Street (Rathgar to Bridge) anticipated to be a major rehabilitation.
 - The ramps at the south end of the bridge anticipated to be a major rehabilitation
 - Kingston Row between the ramps anticipated to be a major rehabilitation.
- (g) An independent preliminary design audit is to be completed as per the TAC guide "The Canadian Road Safety Audit Guide". The audit is to be completed by a qualified sub-consultant on the proposed design. Deliverables are to include a minimum of two meetings with the audit team and a final report outlining findings and recommendations.

D5.13 Riverbank Stability Protection and Stabilization Design

- (a) Present analysis results performed in D5.5 and any recommendations for remedial works, as justified based on the monitoring and assessments.
- (b) If required, carry out Stabilization Design of the accepted recommended alternative.
- (c) Present a Geotechnical report (stand-alone report, appended to the Preliminary Design Report) summarizing all findings, analysis and design options

D5.14 Rehabilitation of pedestrian underpasses under Osborne Street (north side) and under Dunkirk Drive (south side) adjacent to the bridge

- (a) The pedestrian underpasses need maintenance works which shall include, but may not be limited to:
 - (i) Surface Finishes of the main underpass tunnels' roofs and floors
 - (ii) to improve the aesthetics and brightness of the tunnel, and simplify graffiti control operations.
 - (iii) Concrete and structural tile repairs
 - (iv) Lighting

- (b) The pathways leading up to the underpasses do not meet universal design. Prepare design concepts that meet universal design standards.

D5.15 Generation, Development, and Selection of Options

- (a) After a study of the options and definition of needs and design basis and preparation of a design basis memorandum, meetings shall be held with the City Project Manager and the City Project Steering Committee to discuss major issues and confirm potential viable options.
- (b) The various viable options shall be developed to allow comparison and selection. The evaluation methodology shall be developed in consultation with the City Project Manager to rank and select the preferred options.
- (c) The Consultant shall proceed in developing a preliminary design for the selected option which includes drawings, Class 3 cost estimates (expected accuracy of +30% to -20%), traffic management plans during construction, risk assessments, and proposed construction schedule.

D5.16 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 and public engagement 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 (4) weeks.
- (c) The report is to be finalized after incorporating feedback from the City Project Manager and the City Project Steering Committee.

D5.17 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 and public engagement status update;
 - (vi) List concerns, potential problems, risks, etc, for the project

D5.18 The Consultant will be responsible for project reporting and support to the City's Project Manager for project reporting in accordance with the City of Winnipeg's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>

D6. FUTURE PHASES

D6.1 Detailed Design is expected to take place in 2022, followed by the Contract Administration phase in 2023 and 2024, concluding with Post Construction Services in 2025 and 2026.

D6.2 Award of Contract for future phases will be carried out in accordance with B22.5

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

D8. SAFE WORK PLAN

D8.1 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.

D8.2 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>

D9. INSURANCE

D9.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D9.2 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 blanket contractual, Consultant's protective, personal injury, employer's liability, unlicensed motor vehicle liability, if to be used in the performance of the work, 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 \$5,000,000 per claim and \$5,000,000 in the aggregate
 - (ii) 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.

- D9.3 The policies required in D9.2(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.
- D9.4 The Consultant shall require any Contractors or subcontractors hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D9.2(a) , D9.2(b) and D11.3. Work that will take place on the riverbank will require the Contractor or subcontractor to provide and maintain the following insurance coverage:
- (a) Contractors pollution liability insurance in the amount of no less than two million dollars (\$2,000,000) per occurrence covering third party injury and property damage claims including clean-up costs, transported cargo and natural resource damages. Such policy shall name the City as an additional insured and include an extended reporting period or remain in place for twenty-four (24) months following Total Performance
- D9.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D9.2(a) and D9.2(c).
- D9.6 The Consultant shall provide the Project Manager 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 C4.1 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 D9.
- D9.7 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.
- D9.8 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.
- D9.9 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

D10. COMMENCEMENT

- D10.1 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.
- D10.2 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 D7;
- (ii) evidence of the insurance specified in D9.
- (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D10.3 The City intends to award this Contract by June 30, 2021.

D11. CRITICAL STAGES

- D11.1 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 January 31, 2022.
- (b) Submission of the final preliminary design report by March 31, 2022.

D12. COVID-19 SCHEDULE DELAYS

- D12.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the **Services** shall be performed by the Consultant with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Project Manager.
- D12.2 If the Consultant is delayed in the performance of the **Services** by reason of the COVID-19 pandemic, 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.
- D12.3 A minimum of seven (7) Calendar Days prior to the commencement of **Services**, the Consultant shall declare whether COVID-19 will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of material or work by others.
- D12.4 For any delay related to COVID-19 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 D12.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D12.5 The **Services** schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Project Manager.
- D12.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Project Manager, shall be documented in accordance with C8.

D13. STAKEHOLDER RELATIONS

- D13.1 The Consultant shall work collaboratively with the Communications Coordinator at Public Works to ensure effective stakeholder and public communications as outlined in D13.2
- D13.2 The Consultant's role in stakeholder relations should include the following:
- (a) The Consultant shall draft, present for review, and refine a stakeholder relations strategy including plans for stakeholder meetings, notifications, and ongoing issues management;
 - (b) The Consultant shall contribute to, review, and assist in delivering a City-developed stakeholder and public relations plan that complements the stakeholder relations strategy;
 - (c) The Consultant shall 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;
 - (d) The Consultant shall 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; Kingston Crescent Residents' Association (KCRA), landowners, business owners, schools, residents, provincial or federal entities, other City of Winnipeg departments, and with those affected by changes to traffic flow.
 - (e) The Consultant shall develop content for communications with stakeholders, or work with City communications staff to do so. This may include, but may not be limited to website updates, direct mail letters and ongoing project updates for residents and businesses.
 - (f) 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.

- (g) Public Art will be considered as part of the esthetic improvements of the rehabilitated structures. City of Winnipeg will coordinate with the Winnipeg Arts Council (WAC) and direct the Consultant on implementation as part of their Preliminary Design.

D14. TARGETED STAKEHOLDER CONSULTATION

- D14.1 The Consultant should develop, in consultation with the City, a comprehensive plan to obtain targeted stakeholder input into the public art component of the project. This targeted stakeholder consultation program should include identification of appropriate stakeholders, coordination of three (3) meetings with the stakeholders, and coordination and development of materials required for the consultation.
- D14.2 The review of public materials and advance notice of public events require time. The Consultant shall ensure adequate time is accounted for in the Project schedule.
 - (a) The anticipated review period for materials will be minimum two weeks prior to distribution.
 - (b) Following review, the translation of final public materials (if required) should be allocated at least one week to complete.
- D14.3 The City will cover expenses for stakeholder consultation activities, including, for example, venue rental charges, equipment rental, catering for refreshments, translation, printing, postage, courier, newspaper advertising, photocopying. subject to prior approval of costs by the Project Manager. Wherever possible, City facilities will be used to host public events.

THIRD PARTY AGREEMENTS

D15. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D15.1 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.
- D15.2 Further to D15.1, in the event that the obligations in D15 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 C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C7.
- D15.3 For the purposes of D15:
 - (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.
- D15.4 Modified Insurance Requirements
 - D15.4.1 If not already required under the insurance requirements identified in **D9**, 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.
 - D15.4.2 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.
 - D15.4.3 Further to D9.6 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.

D15.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D15.5 Indemnification by Consultant

D15.5.1 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.

D15.6 Records Retention and Audits

D15.6.1 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.

D15.6.2 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 D15.6.1 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.

D15.7 Other Obligations

D15.7.1 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.

D15.7.2 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.

D15.7.3 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.

D15.8 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.

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, 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.