



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 156-2014**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR 2014  
STREETS MAINTENANCE PRESERVATION PROGRAM**

**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 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR 2014 STREETS MAINTENANCE PRESERVATION PROGRAM

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 17, 2014.
- 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 (RFP), 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 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.
- B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.
- B3.6 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.
- B3.7 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.
- B5.2.1 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>
- B5.2.2 The Bidder is responsible for ensuring that it 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.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **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) Management Proposal (Section C) in accordance with B9;
  - (b) Technical Proposal (Section D), in accordance with B10;
  - (c) Project Schedule (Section E) in accordance with B11.
- 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, to constitute a responsive Proposal.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can vary, subject to B6.6) for sections identified in B6.1 and B6.2.
- B6.5.1 Further to B6.5, the Proposal(s) shall be submitted on 8.5" x 11" paper; with a font of not less than 11 pt Arial; margins of not less than 0.75"; line-spacing of not less than single; and shall be no more than ten (10) pages in length exclusive of the required form(s). Only the first ten (10) pages of each Proposal will be evaluated.
- B6.5.2 Further to B6.6, anything included as an appendix will not be evaluated.
- B6.6 Further to B6.5 and B6.5.1, a total of two (2) of the ten (10) total pages may be presented on 11" x 17" paper, with the copies only.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B18.1(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 its 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 complete Form B: Fees, summarizing all applicable Fees.

- B8.2 The Proposal shall include the total Fees for all disciplines, identified and necessary, for each Scope of Service phase of the Project (D4), for the Project Package being bid on including:
- (a) Project planning and Preliminary Design;
  - (b) Detailed Design and Contract (Bid Opportunity) Preparation;
  - (c) Contract Administration services; and
  - (d) Post-Construction services.
- B8.3 Adjustments to Fees will only be considered based on increases or decreases 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 Fees entered in each column on Form B: Fees shall include an allowance of up to 8% for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any site investigation (geotechnical) services, materials testing services, Underground Structures acquisitions, pipeline loading assessments, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation, or those included in B8.4. No other disbursements will be permitted.
- B8.5.1 Further to B8.5, the Contract Award shall include, in addition to the Total Bid Price, an allowance for the costs of any site investigation (geotechnical) services, materials testing services, Underground Structures acquisitions, pipeline loading assessments, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation in the amount of up to 30% of the Total Bid Price;
- B8.5.2 Further to D15.2(c)(iii) and D15.2(c)(iv), the Allowable Disbursements shall be identified separately on each invoice.
- B8.6 Proposal(s) shall include the Fees to be assessed for Engineering and other Services as defined in the Scope of Services. The Fees must be included in the Proposal with descriptions, but summarized in Form B: Fees.
- B8.7 The Fees associated with Preliminary Design shall:
- (a) be a Fixed Fee;
  - (b) include Allowable Disbursements;
  - (c) be entered in column (a) of Form B: Fees.
- B8.8 The Fees associated with Detailed Design shall:
- (a) be a Fixed Fee;
  - (b) include Allowable Disbursements;
  - (c) be entered in column (b) of Form B: Fees.
- B8.9 The Fees associated with Contract Administration shall:
- (a) be a Total Maximum based on Hourly Rates;
  - (b) be based on the number of working days identified for the Project package identified in Appendix C. The actual working days will be established at time of tender with the consultation and concurrence of the Project Manager. Fees will be adjusted according to the actual number of working days agreed upon;
  - (c) include Allowable Disbursements;
  - (d) include Fees for supervision of any services anticipated D4.3.2;

(e) be entered in column (c) of Form B: Fees.

B8.10 The Fees associated with Post-Construction Services shall:

- (a) be a Total Maximum based on Hourly Rates;
- (b) include Allowable Disbursements;
- (c) be entered in column (d) of Form B: Fees.

B8.11 Notwithstanding C10.1, 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.

B8.12 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B9. MANAGEMENT PROPOSAL (SECTION C)**

B9.1 Experience of Proponent and Subconsultant firms:

- (a) Proposals should describe the Proponent's experience, including:
  - (i) 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;
  - (ii) details demonstrating the history and experience of the Proponent and Subconsultants in providing design, management of construction and contract administration services on a minimum of three projects of similar size and complexity;

B9.2 Experience and qualifications of key personnel assigned to the Project:

- (a) Proposals should include, in tabular form:
  - (i) names of key personnel assigned to the Project, who shall not to be substituted without written permission from the Project Manager;
  - (ii) the experience and qualifications of the key personnel assigned to the Project, including:
    - job title;
    - educational background and degrees;
    - professional affiliation;
    - years of experience administering projects for the City of Winnipeg;
    - years of experience in current position;
    - years of experience in design; and
    - years of experience in construction administration.
  - (iii) for each person identified, list the percentage of their time to be dedicated to the Project. Provide this information for each of the phases identified in D4.2.
- (b) roles of each of the key personnel in the Project should be identified in an organizational chart;
- (c) Proposals should include, for each person identified in B9.2(a)(i), a list of at least two projects, comparable in complexity, in which the person listed did comparable work and played a comparable role. Provide the following:
  - (i) description of project;
  - (ii) role of the person;
  - (iii) project owner
- (d) Further to B9.2(c), and upon request of the Project Manager, the Proponent must be able to provide, for each person identified in B9.2(a)(i), two current references, including telephone numbers, for each project listed.



- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.3 Proponent's project management approach:
- (a) Proposals shall include a methodology describing the Proponent'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. The methodology:
    - (i) should describe the job function for each person identified in B9.2(a)(i);
    - (ii) shall include time estimates by work activity and in total, including hourly rates, for each person identified in B9.2(a)(i). Time estimates should include all staff associated with the project including survey, drafting, clerical and any other support staff. Hourly rates are not required for staff not identified in B9.2(a)(i).
- B9.4 Proposals may also address any other information that conveys the Proponent's understanding of the Project requirements.

**B10. TECHNICAL PROPOSAL (SECTION D)**

- B10.1 Proposals should address the technical deliverables and associated task requirements required by the Scope of Services. It should clearly identify and explain work activities and identify all assumptions and interpretations.
- B10.2 Specifically, Proposals should describe:
- (a) the Proponent's practical understanding of the Project, specifically:
    - (i) the team's understanding of the broad functional and technical requirements, urban design issues and pavement preservation methods;
    - (ii) the team's understanding of the proposed Project Budget and Capital Construction Estimate;
  - (b) the Proponent's technical approach and methodology to complete the Services;
  - (c) the collaborative process/method to be used by the team in the various phases of the Project;
  - (d) any innovation to be used to perform the Scope of Services identified;
  - (e) all activities and services to be provided by the City;
  - (f) the deliverable(s) of the Project;
  - (g) any assumptions made with respect to the deliverables and Scope of Services.
- B10.3 Methodology should be presented in accordance with the Scope of Service phases as defined in D4, as well as in PART E - SPECIFICATIONS and Appendix A – Definition of Professional Consulting Services – Engineering.
- B10.4 Details of the Scope of Services are provided in D4 to D8, as well as Appendix C – Project Locations and Technical Scoping.

**B11. PROJECT SCHEDULE (SECTION E)**

- B11.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key staff), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B11.2 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, not exceeding time specified in D14.

## **B12. QUALIFICATION**

B12.1 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;

B12.2 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>

B12.3 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.
- (f) provide proof satisfactory to the Project Manager the Security Clearances as identified in PART F;

B12.4 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.

B12.5 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.

## **B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B13.1 Proposals will not be opened publicly.

B13.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder 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/>.

B13.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B13.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

#### **B14. IRREVOCABLE OFFER**

B14.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B14.2 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 until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

#### **B15. WITHDRAWAL OF OFFERS**

B15.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B15.1.1 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.

B15.1.2 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.

B15.1.3 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 B15.1.3(b), declare the Proposal withdrawn.

B15.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B14.2 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.

#### **B16. INTERVIEWS**

B16.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

#### **B17. NEGOTIATIONS**

B17.1 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.

B17.2 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.

- B17.3 If, in the course of negotiations pursuant to B17.2 or otherwise, 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.

## **B18. EVALUATION OF PROPOSALS**

- B18.1 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 B9:                                  | (pass/fail) |
| (c) Fees; (Section B)  | 40%         |
| (d) Management Proposal; (Section C)   | 30%         |
| (e) Technical Proposal; (Section D)  | 25%         |
| (f) Project Schedule. (Section E)  | 5%          |

- B18.2 Further to B18.1(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.

- B18.3 Further to B18.1(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 responsible and qualified.

- B18.4 Further to B18.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

- B18.4.1 If there is any discrepancy between the Total Fees on Form B: Fees and the sum of the Fees submitted on Form B: Fees, the sum of the Fees shall take precedence.

- B18.5 Further to B18.1(d), the Management Proposal will be evaluated considering the experience of the Proponent's organization (firm) on projects of similar size and complexity, the experience and qualifications of the key personnel and Subconsultant personnel on projects of comparable size and complexity as well as the Proponent's project management approach and team organization.

- B18.6 Further to B18.1(e), the Technical Proposal will be evaluated considering the Proponent's demonstrated understanding of the Project's technical and functional requirements.

- B18.7 Further to B18.1(f), the Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, including, but not limited to, any Critical Stages identified.

- B18.8 Notwithstanding B18.1(d) to B18.1(f), where Proponents fail to provide complete responses to B6.2(a) to B6.2(c), a score of zero will be assigned to the incomplete part of the response.

- B18.9 This Contract(s) will be awarded separately in Project Packages as identified on Form B: Fees.

- B18.9.1 Notwithstanding B8.1, the Proponent may, but is not required to, bid on all Project Packages.

- B18.9.2 Notwithstanding B19.3, the City shall not be obligated to award any section to the responsible Proponent submitting the lowest evaluated responsive Proposal for that

section and shall have the right to choose the alternative which is in its best interests. If the Proponent has not bid on all sections, they shall have no claim against the City if his partial Proposal is rejected for any reason.

**B19. AWARD OF CONTRACT**

- B19.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B19.2 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 responsible and qualified, and the Proposals are determined to be responsive.
- B19.2.1 Without limiting the generality of B19.2, 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.
- B19.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B19.4 The City may, at its discretion, award the Contract in phases.
- B19.6 Further to Paragraph 6 of Form A: Proposal and C4, the successful Bidder will be provided with Contract documents for execution following issuance of a Letter of Intent.
- B19.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B19.8 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.
- B19.9 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 2010-10-01) 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:

Jean-Luc Lambert, E.I.T.

Email: [jlambert2@winnipeg.ca](mailto:jlambert2@winnipeg.ca)

Telephone No. 204 806-0786

Facsimile No. 204 986-5566

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 B6.10.

#### **D3. BACKGROUND**

D3.2 The Streets Maintenance Preservation Program is part of the annual Streets Maintenance Operations Budget. Concrete repair treatments generally include partial and full depth repairs followed by diamond grinding. Asphalt overlays are generally meant to improve drainage, re-establish cross fall, improve rideability and slow down joint deterioration. This maintenance program is meant to improve the rideability and lengthen the overall service life of the pavement.

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

D4.1 The Services required under this Contract shall consist of pavement preservation treatment in a variety of locations.

D4.2 The pavement preservation Project Package will include the following phases:

- (a) Project planning and Preliminary Design as outlined in D5;
- (b) Detailed Design and Contract (Bid Opportunity) Preparation as outlined in D6;
  - (i) design and Specification development;
  - (ii) drawing and Specification preparation;
  - (iii) procurement process;
- (c) Contract Administration services as outlined in D7;
- (d) Post-Construction services as outlined in D8.

D4.3 Within the Project phases in D4.2, the Consultant may be required – depending upon location and technical scope of services – to conduct site investigation (geotechnical) services, materials testing services, Underground Structures acquisitions, pipeline loading assessments, and/or closed circuit television (CCTV) sewer inspection.

D4.3.1 Notwithstanding C8, Fees for Subconsultants engaged to perform services in D4.3 shall be payable as invoiced by the Subconsultant, plus an allowed handling fee of 5%.

- D4.3.2 Consultant Fees for supervision of Subconsultants required to perform any services in D4.3 shall be considered as a Contract Administration Service, and included with Fees proposed in B8.9.
- D4.4 The Project Locations and Technical Scope of work each are provided in Appendix C.
- D4.4.1 Project Locations are subject to the adoption of the Operating Budget by City Council. Substitutions and/or deletions may occur within the Project Packages and may result in an adjustment in Fees as per B8.3.
- D4.4.2 Project Location and Technical Scope is subject to final approval of the Project Manager.
- D4.5 The Consultant is required to prepare and administrate two (2) separate Bid Opportunities. A separate Bid Opportunity will be required for Diamond Grinding.
- D4.6 Contract Administration services for Diamond Grinding locations will occur between 18:30 and 06:00 (night time). No additional payment will be considered for Contract Administration Services during this time.
- D4.7 The Consultant is required to develop in consultation with the Public Works Department detailed Traffic Management and Construction staging plans that will minimize traffic disruption to the public. The approved detailed Traffic Management and Construction staging plan may involve the Consultant to provide Contract Administration services during off peak traffic times including weekends, evenings and night time. No additional payment will be considered for Contract Administration services during this time.
- (a) The detailed Traffic Management plans are subject to final approval of the Project Manager.
- D4.8 The Consultant is responsible for:
- (a) Develop technical scope of work;
- (b) Prepare detailed cost estimates and finalize project budget.
- D4.9 Unless otherwise specified below, Appendix A – Definition of Professional Consultant Services – Engineering – Public Works shall be applicable to the provision of Professional Engineering services for the Projects listed in Appendix C.

## **D5. PROJECT PLANNING & PRELIMINARY DESIGN**

- D5.1 Preliminary Design Services associated with the Contract are described in Appendix A-5.
- D5.2 Where applicable, the designs must address:
- (a) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
- (b) City of Winnipeg's Transportation Standards Manual (February 1991);
- (c) City of Winnipeg's Accessibility Design Standards (May 2010);
- (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;
- (f) The current edition of The City of Winnipeg Standard Construction Specifications.
- D5.3 The Consultant is responsible for:
- (a) In consultation with the Project Manager, determining the extent to which Site investigation is required;
- (b) Field surveys;
- (c) Acquiring the historical and as-built drawings within Project limits from Underground Structures (where required);



- (d) Engaging the services of appropriate qualified Subconsultant personnel where additional services are required, including, but not limited to: site investigation (geotechnical) services, materials testing services, pipeline loading assessments, and/or closed circuit television (CCTV) sewer inspection.
- (e) Traffic Management and Construction/Repair staging plans that minimize disruption to the public;
- (f) Providing Project details and regular Project updates to the Envista right-of-way coordination system.

## **D6. DETAILED DESIGN & CONTRACT PREPARATION**

- D6.1 Detailed Design Services associated with the Contract are described in Appendix A-6.
- D6.2 Design drawings are not required for this contract.
- D6.2.1 Further to D6.2, this contract will require a detailed site plan for review by the Project Manager and inclusion in the bid opportunity package.
- D6.3 Underground Structure review is not required for this contract.
- D6.4 The Bid Opportunity documents must be prepared:
  - (a) Using the current applicable template from the Materials Management Division;
  - (b) Referencing the current edition of The City of Winnipeg Standard Construction Specifications.

## **D7. CONTRACT ADMINISTRATION**

- D7.1 Contract Administration Services associated with the Contract are described in Appendix A-7.
- D7.2 The Consultant is required to provide NON-RESIDENT Contract Administration Services including but not limited to:
  - (a) Ensuring persons with demonstrated experience are assigned to administer the Project for the duration of the Project, with personnel changes only upon approval of the Project Manager;
  - (b) Timely processing of accurate progress payments and invoices;
  - (c) Conducting pre-award and pre-construction meetings with formal notes as described in the City of Winnipeg's Manual of Project Administration Practice (DRAFT March 1992 – see Appendix B);
- D7.3 The Consultant is required to provide RESIDENT Contract Administration Services including but not limited to:
  - (a) Coordination of the day-to-day Site activities;
  - (b) Ensuring construction contractor conformance to the City of Winnipeg's Manual of Temporary Traffic Control;
  - (c) Full-time inspection;
  - (d) Field and/or laboratory testing and verification of construction/repair material quality;
  - (e) Field measurement and verification of construction/repair material quantities in a manner so as to minimize contract disputes;
  - (f) Provision of periodic and timely updates to the Project Manager on progress and/or expenditures, through:
    - (i) Regular Site meetings with formal minutes as described in the City of Winnipeg's Manual of Project Administration Practice, including the date, location & attendees. Issues, updates and amendments must be itemized and dated;
    - (ii) Other formal and/or informal documented means;

- (g) Representation of the City to the local residents and businesses in a professional manner, with responsible and prompt reaction to reasonable requests (minimizing impact and/or disruption of the Project to the extent possible);
- (h) On-going updates to the lane-closure information line as required;
- (i) Supervision of Subconsultants required to perform any services under D5.3(d);
- (j) Provision of Project details and regular Project updates to the Envista right-of-way coordination system.

## **D8. POST-CONSTRUCTION**

D8.1 Post-Construction Services associated with the Contract are described in Appendix A-8.

D8.2 Record Drawings are not required for this contract.

D8.3 The Consultant is required to provide Post-Construction Services including but not limited to:

- (a) Preparation of one of each of the following for every construction contract administered under the Project:
  - (i) Certificate of Substantial Performance;
  - (ii) Certificate of Total Performance; and
  - (iii) Certificate of Acceptance.
- (b) Additional Contract Administration for maintenance (pay) items within the warranty period of the construction contract;
- (c) Resolution of deficiencies and/or outstanding warranty issues;
- (d) Submission of a final construction report within three months of Substantial Performance of the construction contract, including:
  - (i) Summary report – a brief (three to five page) description of:
    - ◆ Services accomplished, including initial and final scope of Project;
    - ◆ For Project Locations – Amount of concrete repairs by percentage of surface
    - ◆ Issues encountered and resolutions achieved;
    - ◆ Any outstanding services or issue-resolutions required; and
    - ◆ Final or projected final contract cost;
    - ◆ Daily field reports (as an appendix);
    - ◆ Field test reports (as an appendix).
  - (ii) Photographs – total minimum of 12, maximum of 20; good quality digital photos using descriptive file names (including year), provided on CD or DVD (notwithstanding pre-construction Site and property condition assessment photos, as per Appendix A – Definition of Professional Consultant Services – Engineering – Public Works)
    - ◆ approximately six (6) typical pre-construction photos
    - ◆ approximately six (6) typical Post-construction photos
    - ◆ approximately six (6) typical construction operation photos (e.g. concrete pour, paving operation).

## **D9. DEFINITIONS**

D9.2 When used in this Request for Proposal:

- (a) “Pavement Preservation” means surface works on concrete or asphalt roadways that assist the original construction in meeting or prolonging its use full life.

- (b) "Capital Construction Estimate" means the estimated value of the Construction Contract to be administered by the Consultant. The Capital Construction Estimate is only provided as an estimate of scale and scope for a Project and/or Project Package.
- (c) "Estimated Scope" means the scope of Services upon which the Project Estimate was based.
- (d) "Local Street" means an open (traversable) right-of-way that is not identified in Schedule E of the most recent City of Winnipeg Streets By-law No. 1481/77 (i.e. not a Regional Street).
- (e) "Project Budget" means the total available funding required for a Project or Project Location, including construction (Contract) costs (based on the Estimated Scope), utility costs, Consulting Fees, and any associated costs identified in the additional comments of a project.
- (f) "Project Location" means an individual Right-of-Way location (typically Street, Alley, Sidewalk, Intersection, or Path) identified to make up a whole Project or Project Package.
- (g) "Regional Street" means those streets listed in Schedule E of the most recent City of Winnipeg Streets By-law No. 1481/77.
- (h) "Asphalt Overlay" means minor pavement and curb repairs, renewal of curb ramps, and an asphalt overlay.
- (i) "Concrete Pavement Preservation" means minor pavement repairs including partial and full depth repairs. These repairs will assist the original construction in meeting or prolonging its useful life.
- (j) "Partial Depth Repair" or "PDR" means small shallow areas of deteriorated concrete that is replaced with suitable repair material. They help extend the service life of Concrete Pavement.

#### **D10. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D10.1 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.
- D10.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D10.3 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.
- D10.4 A Consultant who violates any provision of D10 may be determined to be in breach of Contract.

#### **SUBMISSIONS PRIOR TO START OF SERVICES**

##### **D11. AUTHORITY TO CARRY ON BUSINESS**

- D11.1 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.

## **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 \$5,000,000 per claim and \$5,000,000 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 to provide comparable insurance to that set forth under D12.2(a).
- D12.5 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.
- D12.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D12.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D12.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.

- D12.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D12.8.
- 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 D11;
    - (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 April 15, 2014.

### **D14. CRITICAL STAGES**

- D14.2 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Substantial and Total Performance of all Construction Contracts by September 21, 2014.
- D14.3 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) one (1) year from the Total Performance date.

## **MEASUREMENT AND PAYMENT**

### **D15. INVOICES**

- D15.1 Further to C10, the Consultant shall submit monthly invoices to the Project Manager.
- D15.2 Invoices must clearly indicate:
- (a) the City's purchase order number;
  - (b) project file number;
  - (c) a breakdown of:
    - (i) Preliminary Design Fees;
    - (ii) Detailed Design Fees;
    - (iii) Contract Administration Fees including hours and hourly rates for Services provided in the invoice period;
      - (i) Allowable Disbursements shall be identified separately on each invoice.
    - (iv) Post Construction Service Fees including hours and hourly rates for Services provided in the invoice period;
      - (i) Allowable Disbursements shall be identified separately on each invoice.

- (v) Other Project costs and Subconsultant Fees in accordance with D4.3 including the invoiced amount plus an allowed 5% handling fee. Copies of invoices must be attached.
  - (d) the amount payable with GST and MRST (as applicable) shown as separate amounts; and
  - (e) the Consultant's GST registration number.
- D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D15.4 Invoices must be submitted to the City of Winnipeg Public Works, Streets Maintenance Division at 104-1155 Pacific Avenue.

## PART E - SPECIFICATIONS

### ADDITIONAL REQUIREMENTS

#### E1. GUIDELINE FOR ASPHALT OVERLAY PRESERVATION METHOD

##### E1.1 Purpose of Treatment

- (a) The Asphalt Overlay treatment is a preventative method to extend pavement life, improve ride and drainage.
- (b) Applicable to existing concrete streets in fair condition.

##### E1.2 Scope of Asphalt Overlay work includes minimal curb, sidewalk and pavement repairs, minor adjustments and placement of asphalt overlay in the least possible time and inconvenience to the public.

##### E1.3 Selection Criteria

- (a) Pavement condition
  - (i) General Condition – Fair;
  - (ii) Fair ride;
  - (iii) Fair to good drainage;
  - (iv) Defined by Public Works asset management system and confirmed by Site inspection.
- (b) Underground works
  - (i) General review of sewer and water by Water and Waste to identify problems that must be corrected and to coordinate underground rehabilitation projects if required;
  - (ii) Inspection of existing catchbasin condition;
  - (iii) Operation and checking mainline water valves by Water and Waste.
- (c) Utilities
  - (i) Renewal of street lighting, gas, MTS and signal plant not included.
- (d) Design life
  - (i) 10 to 15 Years

##### E1.4 Construction Method Summary

- (a) Joint and slab repairs
  - (i) Type A repairs for catchbasins and manhole where adjustments are required;
  - (ii) Final Concrete Restoration of any Temporary Utility Cuts;
  - (iii) Localized joint and slab replacement (areas to be repaired must be unstable and have extensive cracking). Total replacement area less than 5% of total pavement area;
  - (iv) All repairs shall be completed utilizing 24 or 72 hour Concrete for Early Opening.
- (b) Milling and asphalt patching joints
  - (i) Use cold mill planner to remove unstable concrete to dowels;
  - (ii) Thoroughly clean milled joints by mechanical means and/or compressed air;
  - (iii) Apply tack coat and Type 1A Asphalt to existing concrete surface.
- (c) Joint sealing
  - (i) Not required prior to placement of asphalt overlay;
  - (ii) Include Reflective Crack Sealing during Warranty Period.
- (d) Planning
  - (i) Plane headers at tie-ins to existing asphalt overlays.

- (e) Adjustments
  - (i) Use rings for catch basins and manhole adjustment;
  - (ii) Adjust manholes and catch basins to match proposed grade and cross fall
  - (iii) Design asphalt overlay to match Hydro and MTS manhole available riser sizes;
  - (iv) For manhole or catchbasins that require adjustment, remove and replace pavement;
  - (v) Replace damaged or worn covers and lifters rings;
  - (vi) Install lifter rings on manholes and catchbasins to accommodate design asphalt overlay elevation;
  - (vii) Adjust or Install Water Valve Extensions to accommodate design asphalt overlay elevation.
- (f) Curbs and sidewalk renewal
  - (i) Replace missing curbs and renew curbs that are severely deteriorated or dangerous;
  - (ii) Finish curb height;
    - ◆ Preferred – 100mm
    - ◆ Minimum – 75mm
  - (iii) Replace existing barrier curb at Intersections and approaches with modified barrier curb only when curb condition requires replacement;
  - (iv) For curb ramps;
    - ◆ Missing curbs
    - ◆ Severely deteriorated condition
    - ◆ Correction of orientation
    - ◆ New ramps replacing barrier curb
    - ◆ Design asphalt overlay elevation
  - (v) Localized sidewalk repairs, only when sunken or heaved locations and vertical faults or horizontal cracks or joints greater than 10mm. Locations must be approved by Public Works.
- (g) Approaches
  - (i) Place asphalt overlay as required to match design asphalt overlay elevation.
- (h) Boulevard restoration
  - (i) Restore boulevard at replaced curb and sidewalk with topsoil and seed;
  - (ii) Restoration to be accepted at final inspection without formal maintenance inspection;
  - (iii) All boulevard restoration must be completed prior to placement of asphalt overlay.
- (i) Placement of asphalt overlay
  - (i) Place 75-80mm, in two lifts, with final lift being 50mm;
  - (ii) New curb must be in place for a minimum of 1 day prior to placement of asphalt overlay
  - (iii) Longitudinal grade:
    - ◆ Minimum – 0.3%
    - ◆ Preferred – 0.4 to 0.5%
  - (iv) Pavement cross fall:
    - ◆ Minimum – 1.5%
    - ◆ Preferred – 2.0%
  - (v) Utilities
    - ◆ Co-ordination with all affected utilities required.



## **E2. GUIDELINE FOR CONCRETE PAVEMENT PRESERVATION METHOD**

### **E2.1 Purpose of Treatment**

- (a) Concrete Pavement Preservation is a preventative method meant to assist the original construction in meeting or prolonging the concrete pavements useful life.
- (b) Applicable to existing concrete streets in good or fair condition.

### **E2.2 Scope of Concrete Pavement Preservation work includes partial depth repair, full depth patching of existing slabs and joints, utility isolation adjustments, minor curb repairs, diamond grinding and joint and crack sealing in the least possible time and inconvenience to the public**

### **E2.3 Selection Criteria**

- (a) Pavement condition
  - (i) General Condition – Fair
  - (ii) Fair ride
- (b) Defined by Public Works asset management system and confirmed by Site inspection
  - Underground works
    - (i) General review of sewer and water by Water to identify problems that must be corrected and to coordinate underground rehabilitation projects if required
    - (ii) Inspection of existing catchbasin condition
    - (iii) Operation and checking mainline water valves by Water and Waste
- (c) Utilities
  - (i) Renewal of street lighting, gas, MTS and signal plant not included
- (d) Design life
  - (i) 10 to 15 Years

### **E2.4 Construction Method Summary**

- (a) Partial depth repairs
  - (i) Replaces and repairs deteriorated concrete and certain types of pavement distresses in the top one third of the pavement. Most often corrects spalling and other defects/distresses along the concrete pavement joints.
  - (ii) When the repair extends beyond the top one third of the slab and/or extends to the load transfer steel partial depth repair is no longer applicable.
- (b) Joint and slab repairs
  - (i) Type A repairs for catchbasins and manholes where adjustments are required;
  - (ii) Final Concrete Restoration of any Temporary Utility Cuts;
  - (iii) Joint and slab replacement to correct localized defects;
  - (iv) Consultant to analyze/interpret IRI reports (where available from Public works Department) to determine if slab replacement is necessary in order to achieve the desired IRI.
  - (v) All repairs shall be completed utilizing 24 or 72 hour Concrete of Early Opening.
- (c) Curbs and sidewalk renewal
  - (i) Replace missing curbs and renew curbs that are severely deteriorated or dangerous;
  - (ii) Localized sidewalk repairs, only when sunken or heaved locations and vertical faults or horizontal cracks or joints greater than 10mm. Locations must be approved by Public Works.
- (d) Boulevard restoration
  - (i) Restore boulevard at replaced curb and sidewalk with topsoil and seed;
  - (ii) Restoration to be accepted at final inspection without formal maintenance inspection.

- (e) Diamond Grinding
- (f) Joint sealing
- (g) Utilities
  - (i) Co-ordination with all affected utilities required.

### **E3. PARTIAL DEPTH CONCRETE REPAIR SPECIFICATION**

#### **E3.1 DESCRIPTION**

- E3.1.1 This Specification shall cover all operations relating to partial depth concrete repairs of concrete pavement joints. The work to be done by the Contractor under this Specification shall include the furnishing of all superintendence, overhead, labour, materials, equipment, tools, supplies and all other things necessary for and incidental to the satisfactory performance and completion of all work as hereinafter specified.
- E3.1.2 Referenced Standard Construction Specifications
- (a) CW 3310 – Portland Cement Concrete Pavement Works.

#### **E3.2 MATERIALS**

##### **E3.2.1 Concrete Repair Materials**

- (a) Acceptable material to be used for the partial depth repairs is Five Star Highway Patch and VersaSpeed. This material shall be covered and kept out of direct sunlight when being stored. No substitutions are allowed for this material.
- (b) Clean and potable water is to be used for mixing of the patching material. Water used for mixing must not exceed 25° Celsius.
- (c) 10 mm gravel in accordance with the following gradation:

Sieve	% Passing
10 mm	100
5.0 mm	0 - 15
2.5 mm	0 - 5
80 µm	0 - 1

- (d) Curing Compound will be Type 2, white-pigmented and water based liquid membrane forming curing in accordance with ASTM C309.

##### **E3.2.2 Bond Breaker**

- (a) Bond Breaker shall be Styrofoam (6.5 ± .5 mm thick) or waxed cardboard or other suitable product approved by the Contract Administrator.

#### **E3.3 EQUIPMENT**

- E3.3.1 Chipping hammers shall be either Hilti TE 905 electric driven or if using air driven hammers, shall be less than or equal to 13.5 kg, combined with sharp chipping tempered hammer bits.
- E3.3.2 Sand blasting equipment shall be air compressor operated with a nozzle size matched to the air compressor pressure. Preferred equipment is:
- (a) Clemco Model 2020 with a #4 nozzle on a dolly using Black Diamond 20/40 grit at an operating pressure of 110 PSI
  - (b) Acceptable sand blasting equipment is:
    - (i) Clemco Model 1042 using fine silica sand at an operating pressure of 100 PSI.
- E3.3.3 An oil free jetted air compressor shall be used to blow out repairs, vacuum will not be acceptable.

- E3.3.4 Quickie Saw, capable of holding 2-14" diamond tip blades and must be used in conjunction with a cart to make long straight cuts.
- E3.3.5 A mason's hammer for sounding concrete.
- E3.3.6 Calibrated 3 litre (2.84 quart) water container.
- E3.4 CONSTRUCTION METHODS
- E3.4.1 Remove any existing AMZ or asphaltic material if applicable from the concrete surface adjacent to the area to be repaired.
- E3.4.2 Sawcut the repair edge a minimum width of 25 mm beyond the edge of the deteriorated concrete, to a minimum depth of 25 mm. Sawcuts shall be made parallel to the joint. No diagonal cuts are allowed. For pavements where deterioration is observed 50 mm or less in depth, a 12 mm edge sawcut can be utilized.
- E3.4.3 Remove existing sealant 100 mm beyond the ends of the repair.
- E3.4.4 Remove all loose or deteriorated concrete with either an electric or air driven 13.5 kg chipping hammer without damaging the saw cut or existing joint. If during removal, damage occurs beyond the sawcut, remove the concrete at a 45° angle down to the joint. A new sawcut is not required.
- E3.4.5 Sound the concrete using sight, sound and feel with a mason's hammer to determine the presence of additional deteriorated concrete. Complete additional removal of any unsound concrete, as stated above.
- E3.4.6 If any of the following conditions are present in a concrete joint, repairs should be completed as a full depth repair:
- (a) Vertical displacement of the concrete slab by more than 5mm.
  - (b) Corrosion of the tie bars or dowels.
  - (c) Concrete deterioration is present to the bottom or around the existing tie bars or dowels.
  - (d) Improper layout of original pavement joints.
- E3.4.7 Sawcut 6 mm wide along the existing joint, to a depth of 10mm below the deepest part of the deteriorated concrete or to the depth of the steel. The saw cut shall extend the full length of the repair area. Do not cut the steel.
- E3.4.8 Sandblast the concrete surface of the repair area, the saw cut run-outs and 25mm beyond the perimeter of the repair area to ensure that the concrete surface is rough and clean. The Contractor shall be responsible for protecting traffic during sandblasting.
- E3.4.9 Use compressed air that has an oil free air jet having sufficient volume and pressure to remove dust and loose particles.
- E3.4.10 Place a 6 mm bond breaker to the full length and depth of the saw cut to match the pavement surface. The bond breaker shall extend 50 mm beyond the edge of the repair.
- E3.4.11 Mix the concrete repair material in accordance with the manufacturer's guidelines and according to the following instructions:
- (a) Material and water are to be stored in an enclosed vehicle or facility.
  - (b) Water for mixing must be no more than 25° Celsius and must be clean and potable. If the mix temperature is greater than 25° Celsius bags of cubed ice shall be used for mixing in the water. Bags shall remain intact to keep the ice cubes from mixing in the water.
  - (c) Remove old mix material from the pail by scraping the bucket after every batch.
- E3.4.12 The existing concrete surface shall be misted until immediately prior to placement of the repair material. If the temperature of the concrete is too high place ice in the hand sprayer to reduce the temperature.

- E3.4.13 Place the concrete repair material according to the following instructions:
- (a) Place the repair material on both sides of the bond breaker at the same time. The bond breaker must remain straight during placement of the repair material.
  - (b) Start placing repair material on the high side of the joint if possible. Plan the placement so there will be a minimum number of ends of active material where continuous placement is happening.
  - (c) Do not do partial fill with a layer on the bottom between batches. Only bulkhead a cold joint. If a cold joint is placed, sand blast before butting new material against the bulkhead. Create a cold joint by striking off vertically and removing excess repair material. To keep more than one joint active when more than one head of material is being worked on, use part of each succeeding batch to extend the working time of each active repair material head.
  - (d) To finish a repair, strike off material with the edge of a trowel flush with the existing concrete and finish with a steel trowel.
  - (e) Do not add additional water during mixing or after mixing as it will result in strength loss of the repair material.
  - (f) Use minimal motions to finish the surface. Overworking will result in scaling or spalling of the repair surface.
  - (g) The finished concrete shall be flush with the adjacent existing concrete.
- E3.4.14 Saw cut run-outs shall be filled with concrete repair material.
- E3.4.15 Uniformly apply water based white pigmented curing compound once the material has set up.
- E3.4.16 Sawcut the width and depth to match the existing pavement joint reservoir and reseal.

#### E3.5 MEASUREMENT AND PAYMENT

- E3.5.1 Construction of Partial Depth Concrete Repairs will be measured on an area basis and paid for at the Contract Unit Price per square metre for "Partial Depth Concrete Repairs". The area to be paid for will be the total number of square meters of partial depth concrete repairs supplied and placed in accordance with this specification and accepted by the Contract Administrator, including all materials and operations herein described and all other items incidental to the Work included in this Specification. Any partial depth repair that is less than 0.03 m<sup>2</sup> shall be measured as 0.03 m<sup>2</sup>.

### E4. DIAMOND GRINDING SPECIFICATION

#### E4.1 DESCRIPTION

##### E4.1.1 General

- (a) This specification covers the Diamond Grinding of existing concrete pavements.

#### E4.2 EQUIPMENT

##### E4.2.1 Grinding Machine

- (a) The grinding machine shall be self-propelled complete with a mounted grinding head with diamond blades capable of grinding a minimum width of 1.2 meters designed for grinding and texturing pavement. The machine shall have a minimum total weight of 15,876 kilograms (including the grinding head) and an effective wheel base of no less than 3.65 meters.
- (b) The grinding machine shall have a positive means of vacuuming the grinding slurry residue from the pavement surface, leaving the pavement surface in a clean, near-dry condition.
- (c) All equipment shall be maintained to ensure it is in proper working order. The "roundness" of the match and depth control wheels of the grinding machine shall be

regularly monitored; any wheels found to be out of round shall be immediately replaced.

- (d) Any equipment that causes ravelling, aggregate fractures or disturbance to the pavement joints shall not be permitted.

#### E4.2.2 Inertial Profiler

- (a) The Inertial Profiler shall conform to the Class 1 requirements in accordance with the latest revision of ASTM E-950.
- (b) The Inertial Profiler must be properly calibrated and certified for use for the current construction season. Acceptable certification shall be Mn/DOT or as approved by the Contract Administrator.
- (c) Documentation of the certification must be provided to Contract Administrator prior to commencement of any measurements.

### E4.3 CONSTRUCTION METHODS

#### E4.3.1 Pavement Grinding

- (a) The pavement grinding shall be scheduled and completed on the mainline pavement lanes in a manner that produces a neat, uniform finished surface.
- (b) The pavement grinding shall not commence on until the Partial and Full-Depth Repairs have been completed by others.
- (c) The pavement shall be ground in the longitudinal direction parallel to the pavement center line.
- (d) The pavement grinding shall commence on the low side of the pavement.
- (e) Passes of the grinding head shall not overlap more than 25mm.
- (f) For pavements with existing curbs, grinding shall be completed to within 150mm of the face of curb.
- (g) Grinding shall be completed in a manner that removes joint or crack faults and maintains lateral drainage and constant cross slope. The maximum allowable difference between the adjacent sides of the joints and cracks shall be 2mm.
- (h) The maximum average grinding depth shall not exceed 20mm.
- (i) The Contractor shall be responsible for arranging and supplying all water required for the project. Water obtained for the City of Winnipeg shall be in accordance with E4.
- (j) The edges of adjacent pavement shoulders and auxiliary lanes shall be feathered along the edge of the mainline grinding as required to provide drainage. Feathering shall be required when the mainline grinding leaves a vertical lip greater than 5 mm to the adjacent pavement surface
- (k) Existing structures such as manholes, curb and gutter inlets and water valves shall be feathered to the satisfaction of the Contract Administrator.
- (l) When directed by the Contract Administrator, the grinding shall extend 5 meters into an existing asphalt surface.

#### E4.3.2 Final Surface Finish

- (a) The grinding process shall produce a pavement surface that is true in grade and uniform in appearance with a longitudinal line-type texture. The line-type texture shall contain grooves that are parallel to the centerline and present a narrow ridge corduroy type appearance. The peaks of ridges shall be a minimum 1.6mm to a maximum 3.2 mm higher than the ground pavement surface. The finished grooves shall be evenly spaced 2 to 3 mm apart.
- (b) The Contractor shall be responsible for the selection of the number and type of blades to be used to provide the proper surface finish for the aggregate type present. Unbroken fins shall be removed to the satisfaction of the Contract Administrator.

- (c) The Contractor shall be responsible to determine the proper sequence of operations to meet the specification. Multiple passes may be required to meet the specifications.
- (d) A minimum of 98% of the pavement surface area shall be ground or textured.
- (e) Localized depressed pavement areas will be exempt from texture and smoothness requirements. Additional grinding of these areas may be required and will be as directed by the Contract Administrator.

#### E4.3.3 Slurry Removal

- (a) The Contractor shall remove and dispose of all grinding slurry from in a manner and at a location to satisfy environmental regulations.
- (b) All slurry removal operations shall be approved by the Contract Administrator.
- (c) No grinding slurry shall be allowed to flow across lanes occupied by traffic or enter into closed drainage systems.
- (d) All grinding slurry for this project shall be disposed off site with the exception of areas on the grinding slurry from these areas can be deposited on the pavement side slopes.

#### E4.3.4 Slurry Handling

- (a) The grinding slurry to be removed from the site shall be collected in water-tight haul units and transported to disposal facilities as listed in E5.9 of this specification.

#### E4.3.5 Slurry Disposal Sites

- (a) The Contractor shall dispose of grinding slurry at the designated disposal sites provided by the City of Winnipeg. The disposal sites are as follows;
  - (i) City of Winnipeg South End Pollution Control Centre snow dump site.
  - (ii) City of Winnipeg McPhillips Street snow dump site.
- (b) The Contractor shall contact the area maintenance supervisor to obtain access. The Contractor shall ensure that these sites are only utilized for disposal of the material from this project. The sites shall be secured at all times.
- (c) At completion of the grinding disposal operations, the Contractor shall clean up the sites to the satisfaction of the Contract Administrator.
- (d) The site clean-up shall include removal of excess water, removal of remaining grinding solids and regrading of the site to original condition prior to commencement of the grinding disposal operations.

#### E4.3.6 Smoothness Requirements

- (a) The Contractor shall be responsible for all profile testing to meet the requirements of this contract.
- (b) All testing shall be continuous and be run in the direction of the traffic. Stationing shall be provided by the Contract Administrator and for all testing.
- (c) The Profiler shall be operated at optimum speed as defined by the manufacturer.
- (d) Prior to performing any grinding work, the Contractor shall provide a control profilograph trace. The control trace will be used to identify the required smoothness for the project
- (e) All testing shall be reported in 100 metre segments complete with a summary of all dip and bump measurements and locations.
- (f) Upon completion of the grinding operations, acceptance measurements shall be completed.
- (g) The Contractor shall run the profile in both wheel paths of each individual lane and average the resulting IRI results to determine acceptance. The profiles shall be run 0.9 meters from each lane line. A guide shall be used to ensure proper alignment of the profile. The Contract Administrator will have a representative present during all testing periods.

- (h) The finished surface smoothness requirements shall be as follows;
  - (i) 70km/hr or greater Posted Speed Locations – IRI equal to or less than 1.20 m/km.
  - (ii) 50km/hr Posted Speed Locations – IRI equal to or less than 1.60 m/km.
  - (iii) Each lane will be evaluated separately in 100 metre segments.
- (i) The Contractor shall regrind, at no additional cost, any areas found not meeting the smoothness requirements.
- (j) The finished surface smoothness requirements shall not include any localized bumps exceeding 10mm in 7.5 meters where the areas have reached the maximum removal depth. These areas shall be reviewed and approved by the Contract Administrator.
- (k) Areas of depressed pavement due to subsidence or other localized causes where the areas have reached the maximum removal depth will also be excluded from the finished surface smoothness requirements. These areas shall be reviewed and approved by the Contract Administrator.
- (l) The Contractor shall provide a print out of all smoothness measurements, a profilogram and a copy of the raw profile data in an unfiltered ERD file format.

#### E4.3.7

#### MEASUREMENT AND PAYMENT

- (a) Diamond Grinding will be measured on an area basis and paid for at the Contract Unit Price per square metre for “Diamond Grinding”. The area to be paid for will be the total number of square metres of pavement surface ground, textured and grinding slurry hauled and disposed of off-site in accordance with this specification, accepted and measured by the Contract Administrator.
- (b) Diamond Grinding with slurry deposited on the pavement side slopes will be measured on an area basis and paid for at the Contract Unit Price per square metre for “Diamond Grinding with Slurry Deposited on the Pavement Side Slopes”. The area to be paid for will be the total number of square metres of pavement surface ground, textured and grinding slurry deposited on the pavement side slopes in accordance with this specification, accepted and measured by the Contract Administrator.
- (c) Pavement edges of adjacent pavement shoulders and auxiliary lanes identified by the Contract Administrator to be feathered will be measured and included in payment at one metre width regardless of actual grinding width required to feather the lip. The minimum length of feather pass will be 30 metres.
- (d) No additional measurement or payment will be made if multiple passes of the grinding equipment are required to meet the smoothness requirements. The area of the pavement ground will only be considered for payment once unless regrinding is directed by the Contract Administrator.
- (e) No additional measurement or payment will be for testing to net the smoothness requirements of this contract.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
  - (b) communicating with residents and homeowners in person or by telephone;
- F1.2 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence. This can be obtained from one of the following:
- (a) police service having jurisdiction at his/her place of residence; or
  - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .
- F1.3 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- F1.4 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.



**APPENDIX A – DEFINITION OF CONSULTING SERVICES**

**DEFINITION OF PROFESSIONAL  
CONSULTANT SERVICES – ENGINEERING**

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## **DEFINITION OF PROFESSIONAL CONSULTANT SERVICES – ENGINEERING**

### **1. DEFINITIONS**

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

### **2. INTRODUCTION**

- 1.5. Further to the General Conditions for Consultant Services, it is the intent of this Appendix to clarify the City’s specific requirements of the consulting services of Professional Engineers; to more fully identify the services to be rendered by Consulting Engineers to the City and to other parties on behalf of the City; and to provide a more clearly determined basis of obligation in respect thereof by Consulting Engineers to the City and to third parties in the provision of such services.

### **3. GENERAL REQUIREMENTS OF PROFESSIONAL ENGINEERS**

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

#### **4. PROFESSIONAL ENGINEERING SERVICES – ADVISORY SERVICES**

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

#### **5. PROFESSIONAL ENGINEERING SERVICES – PRELIMINARY DESIGN**

- 5.1. Preliminary Design services have been referred to by the City of Winnipeg as “Type 2 Services”
- 5.2. Engineering services for preliminary design normally precede the detailed design of a Project.
- 5.3. Preliminary design services include, but are not limited to:
  - a) Preliminary engineering studies;
  - b) Engineering investigations;
  - c) Surface and subsurface site explorations, measurements, investigations, and surveys;
  - d) Operational studies including drainage studies, traffic studies, and noise attenuation;
  - e) Functional planning;
  - f) Formal and/or informal consultations with stakeholders and/or the general public
  - g) Physical, economical (capital and operating) and environmental studies including evaluation, comparison, and recommendation regarding alternative preliminary designs;
  - h) Special applications to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto and appearance before same in support of the application;

- i) Identification of the necessary authorizations from regulatory authorities and/or public agencies and determination of any related impacts and/or risks to the Project;
- j) Coordination with all the utilities including (but not limited to) hydro, telephone, gas, telecoms, fibre optics, traffic signals and other City or developer works with respect to location, relocation, construction and/or reconstruction;
- k) Preparation and submission of a report and appropriate drawings to the Project Manager, fully documenting data gathered, explaining adequately the assessment made, stating with clarity the resulting conclusions, and containing all recommendations which are relevant to this stage of Project implementation.

## **6. PROFESSIONAL ENGINEERING SERVICES – DETAILED DESIGN**

- 6.1. Detailed Design services have been referred to by the City of Winnipeg as “Type 3 Services”
- 6.2. Engineering services for detailed design normally involve preparation of detailed designs, construction contract specifications and drawings, analysis of bids and recommendations regarding construction contract award.
- 6.3. Detailed design services include, but are not limited to:
  - a) Addressing alternative methods of accommodating; relocating; avoiding, and/or protecting utilities and railways; proposing alternative methods of solution, reviewing same with the appropriate regulatory approval agencies and stakeholders;
  - b) Application to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto, and appearance before same in support of the application;
  - c) Formal and/or informal consultations with stakeholders and/or the general public;
  - d) Preparation and submission of detailed engineering calculations, drawings, and criteria employed in the design(s), securing review of and acceptance by the Project Manager;
  - e) Submission of engineering drawings and plans for circulation through the Underground Structures process;
  - f) Preparation of detailed engineering drawings, specifications and bid opportunity documents consistent with the standards and guidelines of the City, securing review of and acceptance by the Project Manager;
  - g) Preparation and provision to the Project Manager in written form, a fully detailed formal construction contract estimate;
  - h) Provision of appropriate response to bidders and advice to the Project Manager during the bid opportunity advertising period and, subject to acceptance by the Project Manager, issuing addenda to the bid opportunity documents;
  - i) Submission of a review, analysis, comparison, tabulation, calculation, and evaluation of the bids received, to the Project Manager, including a recommendation for construction contract award;
  - j) Arranging and attending a pre-award meeting with the recommended construction contractor, the Consulting Engineer and the Project Manager;
  - k) Preparation of a report including revised contract estimate, identifying and explaining variations from the earlier formal estimate.

## **7. PROFESSIONAL ENGINEERING SERVICES – CONTRACT ADMINISTRATION**

- 7.1. Contract Administration services have been referred to by the City of Winnipeg as “Type 4 Services”

- 7.2. Engineering services for Contract Administration are associated with the construction of a Project and include the office and field services required to ensure the execution of the Project in accordance with the intent of the City and in conformance with the particulars of the drawings and specifications.
- 7.3. Engineering services for Contract Administration can be generally divided into NON-RESIDENT and RESIDENT services.
- 7.4. NON-RESIDENT Contract Administration services include but are not limited to:
- a) Consultation with and advice to the Project Manager during the course of construction;
  - b) Review and acceptance of shop drawings and other submissions supplied by the construction contractor or supplier to ensure conformance with the drawings and specifications;
  - c) Review and report to the Project Manager upon laboratory, shop and other tests conducted upon materials and/or equipment placed or installed by the construction contractor to ensure conformance with the drawings and specifications;
  - d) Acceptance of and/or recommendations for alternate materials and methods, subject to the approval of the Project Manager;
  - e) Provision to the Project Manager of a complete, current monthly Project status report;
  - f) Provision to the Project Manager a current update of revised construction contract-end cost estimate on a monthly basis, or more frequently if necessary, with explanation and justification of any significant variation from the preceding construction contract-end cost projection;
  - g) Definition and justification of any changes to the construction contract for review by the Project Manager;
  - h) Supplying the Project Manager with a copy of all significant correspondence relating directly or indirectly to the Project, originating from or distributed to, parties external to the Consulting Engineer, immediately following receipt or dispatch;
  - i) Provision of adequate and timely direction of field personnel by senior officers of the Consulting Engineer;
  - j) Establishment prior to construction and submission to the Project Manager of written and photographic records of, and assessment of the physical condition of the project site and the properties, buildings, facilities, and structures adjacent to the project site sufficient to equip the Consulting Engineer to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages thereto arising from the Project;
  - k) Arranging and attending pre-construction meetings and on-site or off-site review meetings, including representatives of the construction contractor, the Project Manager, and other technical stakeholders as applicable;
  - l) The preparation and submission of:
    - i) a detailed design notes package including items such as structural, geotechnical, hydraulic and heating, air-conditioning and ventilation design calculations; mechanical and electrical design calculations related to process equipment and building services; process design calculations; and instrumentation and process control design calculations;
    - ii) approved related shop drawings and equipment process manuals all within one (1) month of completion of each separate installation construction contract required to complete the works.

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

- a) Provision of qualified resident personnel – acceptable to the Project Manager – present at the Project site to carry out the services as specified below:
  - i) inspection of all pipe prior to installation;
  - ii) inspection and acceptance of excavation for, and full time inspection at the time of bedding placement, pipe laying and backfilling in respect of installation of watermains, land drainage sewers, and wastewater sewers;
  - iii) inspection of installation of all connections to watermains, sewers, manholes, valves, hydrants or house services, and excavation and/or exposing of all underground services, structures, or facilities;
  - iv) inspection of all excavations to determine soil adequacy prior to installation of base and subbase courses for sidewalks, public back lanes, and street pavements;
- b) Further to 7.5a), full time inspection will require assignment of qualified resident personnel – acceptable to the Project Manager – to each specific location when the referenced work is being undertaken by the construction contractor:
  - i) full time inspection and/or testing of watermains and sewers;
  - ii) full-time inspection during pavement placement; during finishing of public sidewalks and public lanes and/or street pavements
  - iii) full-time inspection during construction of bridge infrastructure and other structural works.
- c) Conduct detailed inspection of construction sufficient to ensure that the construction carried out by the construction contractor conforms to the drawings and specifications;
- d) Co-ordination and staging of all other works on the Project site including traffic signal installations, hydro, telephone, and gas utility work, railway work forces and/or other City or developer work;
- e) With approval of the Project Manager, provision of notice to adjacent residents and businesses of those stages of construction of the Project that will interrupt public services or access thereto, sufficiently in advance of same to permit preparation therefore;
- f) Enforcement of construction contractor conformance with the City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City Streets and with reasonable standards of safety for motorists and pedestrians;
- g) Provision of reference line and elevation to the construction contractor and checking upon the construction contractor's adherence thereto;
- h) Representation of the City to the local residents and businesses and other inquiries in a professional manner, with responsible and prompt reaction to requests, minimizing impact and/or disruption of the Project to the extent possible;
- i) Arranging for and carrying out of testing of materials utilized by the construction contractor to ensure conformance with the drawings and specifications;
- j) Measurement, calculation, preparation, certification, and prompt submission of progress estimates to the Project Manager for payment to the construction contractor for construction performed in accordance with the drawings and specifications;
- k) Arrange, attend and prepare and distribute records of and minutes for, regularly held on-site or offsite Project review meetings including representatives of the construction contractor and the City;
- l) Promptly report any significant and unusual circumstances to the Project Manager;

- m) Promptly arrange for and conduct a detailed final inspection of the Project with the construction contractor and the Project Manager prior to commencement of the period of contractor warranty specified in the construction contract for the Project, and providing to the Project Manager in written form an appropriate recommendation for commencement of the warranty period for the constructed or partially constructed Project;
- n) Act as Payment Certifier and administer all construction contracts as required under the Builder's Liens Act of Manitoba;
- o) Keep a continuous record of working days and days lost due to inclement weather during the course of construction contract works;

## **8. PROFESSIONAL ENGINEERING SERVICES – POST CONSTRUCTION SERVICES**

- 8.1. Engineering Services in the post-construction phase of a Project are associated with the completion and close-out of the Project and generally considered part of Contract Administration (Type 4) Services.
- 8.2. The Consulting Engineer is required to provide post-construction services including but not limited to:
  - a) Preparation of a Certificate of Substantial Performance in the standard City of Winnipeg format
  - b) Preparation of a Certificate of Total Performance in the standard City of Winnipeg format
  - c) Provision of inspection services during the warranty period of the construction contract;
  - d) Provision of inspection services (as per 7.5.a)) for maintenance (paid) items within the warranty period of the construction contract;
  - e) Coordination of a detailed inspection of the Project with the construction contractor and the Project Manager prior to the end of the period of construction contract warranty specified in the construction contract for the Project;
  - f) Prompt resolution of:
    - i) deficiencies in design
    - ii) outstanding construction contract warranty issues
  - g) Submission of a final construction report within three (3) months of the Substantial Performance date of the construction contract, including final or projected final construction contract costs;
  - h) Provision of record drawings, within three (3) months of Substantial Performance date;
  - i) Preparation of a Certificate of Acceptance in the standard City of Winnipeg format.

## **9. PROFESSIONAL ENGINEERING SERVICES – ADDITIONAL SERVICES**

- 9.1. Additional Services have been referred to by the City of Winnipeg as “Type 5 Services”
- 9.2. Additional services are Consulting Engineering services that fall outside those described above and may or may not be associated with a construction project, but are not in place of or in substitution for those services elsewhere specified in the *Definition of Professional Consultant Services – Engineering*, with respect to other types or categories of Services.

- 9.3. Engineering Services called Additional Services include but are not limited to:
- a) Revision of completed, or substantially completed, drawings and/or specifications that were in conformance with the original intent of the City or had been accepted by the Project Manager;
  - b) Preparation of operating manuals and/or training of operating personnel;
  - c) Start-up and/or operation of operating plants;
  - d) Procurement of materials and equipment for the City;
  - e) Preparation for and appearance in litigation on behalf of the City;
  - f) Preparation of environmental studies and reports and presentation thereof in public hearings;
  - g) Preparation and submission to the Project Manager, final quantities and dimensional measurements which the City requires for assessment of Local Improvement Levies within one (1) month of Project completion.



## APPENDIX B – REFERENCES AND ATTACHEMENTS

### THE FOLLOWING DOCUMENTS ARE REFERENCED IN THIS REQUEST FOR PROPOSAL:

- [Accessibility Design Standards](#) – City of Winnipeg (May 2010); also at: [LINK](#), including a link to the City of Winnipeg’s Universal Design Policy,
- [City of Winnipeg Standard Construction Specifications](#) – most current edition as at time of Construction Bid Opportunity advertising;
- [Manual of Project Administration Practice](#) – Preliminary Edition for Trial Use and Comment – City of Winnipeg (March 1992); also at: [LINK](#);
- [Tree Planting Details and Specifications Downtown Area and Regional Streets](#) – City of Winnipeg (May 2009); also at [LINK](#)
- [Tree Removal Guidelines](#) – City of Winnipeg; also at: [LINK](#);
- *Transportation Standards Manual* – City of Winnipeg (February 1991);
- *Manual for the Production of Construction Drawings* – City of Winnipeg (November 1984).

Please contact the Project Manager for access to any documents not linked, or to report any broken or inaccessible links.

## APPENDIX C – PROJECT LOCATIONS AND TECHNICAL SCOPING

**Note:** The “*Additional Information*” provided within the following tables relative to Project Locations contain specific information or issues, known to exist on Site at the time of issuance of this Request for Proposal. This information is not meant to be exhaustive and not meant to take the place of the investigations and due diligence required of the Proponent.

**The specific utility and agency coordination identified below notwithstanding, the successful Consultant(s) will be required to investigate and coordinate any and all utility requirements of the Project**

Estimated Scope	Notes	Project Location	Construction Estimate	Project Budget
Concrete and Partial Depth Repairs	2,3,7,8	WB Bishop Grandin Blvd from Pembina Hwy Overpass to Waverley St	\$ 692,000	<b>\$ 910,000</b>
Diamond Grinding	4,6,7,8	WB Bishop Grandin Blvd from Pembina Hwy Overpass to Waverley St	\$ 146,000	<b>\$ 193,000</b>
Diamond Grinding	4,5,6,8	NB Kenaston Blvd from 475m south of Scurfield Blvd to Scurfield Blvd	\$ 37,000	<b>\$ 49,000</b>
Diamond Grinding	4,6,8	NB Kenaston Blvd from Scurfield Blvd to McGillivray Blvd	\$ 54,000	<b>\$ 71,000</b>
Asphalt Overlay	1,8,9	Sherbrook St from Notre Dame Ave to William Ave	\$ 333,000	<b>\$ 439,000</b>
Asphalt Overlay	1,8	SB St. Mary's Rd from 231m north of Van Hull Way to 19m south of Redview Dr	\$ 274,000	<b>\$360,000</b>
Concrete and Partial Depth Repairs	2,3,8	SB William R Clement PW from Roblin Blvd to Grant Ave	\$ 172,000	<b>\$226,000</b>
Diamond Grinding	4,6,8	SB William R Clement PW from Roblin Blvd to Grant Ave	\$ 81,000	<b>\$ 107,000</b>
<b>Total Project Budget</b>				<b>\$ 2,355,000</b>

*Additional Information:*

1. Refer to E.1 for guidelines.
2. Refer to E.2 for guidelines.
3. Refer to E.3 for guidelines.
4. Refer to E.4 for guidelines.
5. Work on Kenaston shall be scheduled after Streets Maintenance Central Services has finished concrete and Partial Depth repairs.
6. Diamond Grinding includes joint and crack sealing.
7. Open channel and land drainage in immediate vicinity.
8. Selection and undertaking of work at the Project Location is subjected to available funds.
9. Includes sidewalk renewals along the west side of Sherbrook in front of the Health Sciences Center.