

# THE CITY OF WINNIPEG

# REQUEST FOR PROPOSAL

RFP NO. 869-2015

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR PRELIMINARY ENGINEERING STUDY FOR LYNDALE DRIVE RETAINING WALL

Proposals shall be submitted to:

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

# **TABLE OF CONTENTS**

PART A - PROPOSAL SUBMISSION	
Form A: Proposal	1
PART B - BIDDING PROCEDURES	
B1. Contract Title B2. Submission Deadline B3. Enquiries B4. Confidentiality B5. Addenda B6. Proposal Submission B7. Proposal (Section A) B8. Fees (Section B) B9. Experience of Proponent and Subconsultants (Section C) B10. Experience of Key Personnel Assigned to the Project (Section D) B11. Project Understanding and Methodology (Section E) B12. Project Schedule (Section F) B13. Quality Control/Quality Assurance (Section G) B14. Disclosure B15. Qualification B16. Opening of Proposals and Release of Information B17. Irrevocable Offer B18. Withdrawal of Offers B19. Interviews B20. Negotiations B21. Evaluation of Proposals B22. Award of Contract	1 1 1 1 2 2 3 4 4 4 5 5 5 6 6 7 7 7 7 8 8 8 8 8 8 8 8 8 8 8 8 8 8
PART C - GENERAL CONDITIONS	9
C0. General Conditions	1
PART D - SUPPLEMENTAL CONDITIONS	
General D1. General Conditions D2. Project Manager D3. Background D4. Scope of Services D5. Preliminary Engineering Study D6. Definitions D7. Ownership of Information, Confidentiality and Non Disclosure	1 1 1 2 2 7 7
Submissions Prior to Start of Services  D8. Authority to Carry on Business  D9. Insurance  D10. Security Clearance  D11. Safe Work Plan	7 7 8 9
Schedule of Services D12. Commencement D13. Critical Stages	9
PART E - SPECIFICATIONS	
E1. Sewer Televising Guidelines	1

Appendix A – Definition of Professional Consultant Services - Engineering

Appendix B – Sample Table – Estimated Fees Expenses and Level of Effort

Appendix C – February 2015 Monitoring Report

Appendix D - August 2015 Monitoring Update

The City of Winnipeg Bidding Procedures RFP No. 869-2015 Bidding Procedures Page 1 of 10

# **PART B - BIDDING PROCEDURES**

#### **B1.** CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR PRELIMINARY ENGINEERING STUDY FOR LYNDALE DRIVE RETAINING WALL

#### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon. Winnipeg time, November 2, 2015.
- 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 <a href="http://www.winnipeg.ca/matmgt/bidopp.asp">http://www.winnipeg.ca/matmgt/bidopp.asp</a>
- B5.2.2 The Proponent 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 Proponent 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) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
  - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
  - (d) Project Schedule (Section F) in accordance with B12.
  - (e) Quality Control/Quality Assurance (Section G) in accordance with B13.
- 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 original (marked "original") and six (6) copies for sections identified in B6.1 and B6.2 including drawings, tables, charts, and schedules. The submission should be 8.5" x 11" except for drawings, tables, charts, and schedule may be fold out 11" high if necessary.
- B6.6 The Proposal should be presented in the Sections identified above in B6.1 and B6.2. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team. The proposal shall be limited to 30 pages exclusive of required forms, tables, charts schedules and reference information included in appendices. Failure to adhere to the page limitation may render the proposal non responsive.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

The City of Winnipeg Bidding Procedures RFP No. 869-2015 Bidding Procedures Page 3 of 10

Template Version: SrC120150806 - Consulting Services RFP

- 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.

The City of Winnipeg Bidding Procedures RFP No. 869-2015 Bidding Procedures Page 4 of 10

Template Version: SrC120150806 - Consulting Services RFP

# B8. FEES (SECTION B)

- B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.
- B8.2 The City, at its discretion, may negotiate fees for Detailed Design, Contract Administration and Post Construction Services with successful proponent when the Preliminary Design phase is near complete. This scope change would be subject to a satisfactory offer and approval of the Award Authority.
- B8.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.4 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.5 Notwithstanding C1.1(b), the Fee Proposal shall not include the disbursement costs for geotechnical and environmental drilling, sampling and materials testing nor shall they include the cost for sewer televising but shall include the associated engineering investigation. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs. An allowance of up to 5% may be made for handling charges.
- B8.6 Fees shall include the cost of Subconsultants and other direct costs broken out separately with an allowance of up to 5% may be made for handling charges.
- B8.7 The Fee Proposal shall also include an allowance of up to 8% for Allowable Disbursements as defined in C1.1(b) excluding the costs included in B8.6B8.4, B8.5 and B8.6.
- B8.8 The Fee Proposal shall not include the cost of public open house venue nor the costs associated with mass mailing of notices or printing/mailing of newsletters, if applicable.
- B8.9 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B8.10 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.
- B8.11 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

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

- B9.1 Proposals should include details demonstrating the history and experience of the Proponent and Subconsultants in relevant professional consultant services as required in B15.3(f) and D4 and defined in Appendix A for up to three projects of similar scope and complexity and/or similar size and complexity. For each project the Proponent should submit a description of the project, the role of the Proponent and/or Subconsultants, project value, year completed, Project Owner and reference information (one current name and telephone number per project).
- B9.2 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

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

- Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1. For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the description of the project, role of the person, project owner and reference information (one current name with telephone number per project). The experience of the Public Engagement Lead shall also include: confirmation of IAP2 membership, and completion of IAP2 or related public engagement courses, specifying the year of completion of the IAP2 Foundations/Certificate courses.
- B10.3 Further to B10.2, the level of effort of Key Personnel presented in the Table required in B11.4 will be considered in evaluating the experience and qualifications.

# B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.2 Proposals should address the team's understanding of the broad functional and technical requirements, the team's understanding of the urban design issues, and any other issue that conveys your team's understanding of the Project requirements.
- B11.3 The technical approach methodology should be presented in accordance with the Scope of Services identified in D4. It should identify any innovation used to perform the Scope of Services, any activities or services to be provided by the City and any assumptions made. The deliverables of the Project shall also be clearly identified.
- B11.4 Further to B11.3 and B10.3 a table, similar to the "Estimated Fees, Expenses and Level of Effort" table attached hereto as Appendix B, shall be included that details an outline of the work program for all relevant tasks/phases of the assignment including the hourly rate and the estimated time for each individual and each task. The table shall also include the cost of all disbursements and any associated mark-ups. Subtotals shall be provided summarizing the costs for each individual and each task.

# B12. PROJECT SCHEDULE (SECTION F)

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

# B13. QUALITY CONTROL/QUALITY ASSURANCE (SECTION G)

B13.1 Proponents shall describe the methods of control to monitor and complete the assignment within budget and on time including the submission of monthly status reports and projections with all invoices.

The City of Winnipeg Bidding Procedures RFP No. 869-2015 Bidding Procedures Page 6 of 10

Template Version: SrC120150806 - Consulting Services RFP

- B13.2 Proponents shall describe the methods for effective lines of communication with the City and other stakeholders.
- B13.3 Proponents shall describe the methods of quality control for preliminary and final submissions to the City and other stakeholders. As a minimum all work shall be checked by the Proponent's Project Manager or a senior team lead prior to submission to the City or other stakeholders.

#### B14. DISCLOSURE

- B14.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B14.2 The Persons are:
  - (a) TREK Geotechnical Inc.
- B14.3 Additional Material:
  - (a) Slope monitoring report dated February 25, 2015, provided in Appendix C.
  - (b) Slope monitoring update correspondence dated August 18, 2015, provided in Appendix D.

#### **B15. QUALIFICATION**

- B15.1 The Proponent shall:
  - (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract;
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
  - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
  - (e) 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 "Practising Entity" category.
- B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
  - (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <a href="http://www.winnipeg.ca/matmgt/debar.stm">http://www.winnipeg.ca/matmgt/debar.stm</a>
- B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
  - have successfully carried out services for the preliminary design, public engagement;
     detailed design, management of construction and contract administration for 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) further to B9.1 and (a) above, demonstrate experience in riverbank stability analysis and stabilization, design of earth retaining structures, transportation engineering, design of pedestrian and cycling facilities, land drainage, landscape architecture, public engagement, and project management.
- B15.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.
- B15.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

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

- B16.1 Proposals will not be opened publicly.
- B16.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent 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 <a href="http://www.winnipeg.ca/matmgt/">http://www.winnipeg.ca/matmgt/</a>.
- B16.3 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.
- B16.4 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.

# **B17.** IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such 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.

# **B18. WITHDRAWAL OF OFFERS**

- B18.1 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.
- B18.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.
- A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

#### **B19. INTERVIEWS**

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

#### **B20. NEGOTIATIONS**

- B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B20.3 If, in the course of negotiations pursuant to B20.2 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.

#### **B21. EVALUATION OF PROPOSALS**

- B21.1 Award of the Contract shall be based on the following evaluation criteria:
  - (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
  - (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15:

(pass/fail)
(c) Fees; (Section B)
40%
(d) Experience of Proponent and Subconsultants; (Section C)
10%
(e) Experience of Key Personnel Assigned to the Project; (Section D)
20%
(f) Project Understanding and Methodology (Section E)
25%
(g) Project Schedule. (Section F)
5%

(h) Quality Control (Section G) (pass/fail)

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

The City of Winnipeg Bidding Procedures RFP No. 869-2015 Bidding Procedures Page 9 of 10

Template Version: SrC120150806 - Consulting Services RFP

- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B21.4 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.5 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B21.6 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.
- B21.7 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B21.8 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B21.9 Further to B21.1(h), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate adequate quality control and quality assurance measures for the Work.
- B21.10 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) toB6.2(e), the score of zero may be assigned to the incomplete part of the response.
- B21.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

### **B22.** AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
  - (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.

- B22.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B22.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

# **PART C - GENERAL CONDITIONS**

# CO. 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 <a href="http://www.winnipeg.ca/matmgt/gen\_cond.stm">http://www.winnipeg.ca/matmgt/gen\_cond.stm</a>.
- 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:

Cameron Ward, P.Eng.

Email: CWard@winnipeg.ca Telephone No. 204 986-3508

Facsimile No. 204 986-5302

- D2.1 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. The Office of Public Engagement will be overseeing the Consultant's work with respect to Public Engagement tasks, on behalf of the Project Manager.
- D2.2 Proposal Submissions must be submitted to the address in B6.10

#### D3. BACKGROUND

- D3.1 Lyndale Drive is a local street that forms a portion of the City's primary diking system to defend against flooding along the Red River. The section of Lyndale Drive between Claremont Avenue and Gauvin Street has had a history of riverbank instabilities. The history of instabilities and potential for additional retrogressions of the instabilities pose a risk to the road, dike, sewers, and other infrastructure at the top of the riverbank.
- D3.2 In 1976-77, a 457 m (1500 ft) long timber pile retaining wall was constructed along Lyndale Drive between Monck Avenue and Gauvin Street to address these riverbank instabilities. The wall consists of timbers approximately 40' long which may not penetrate into the till stratum. The project also included the placement of riprap erosion protection and slope regrading.
- D3.3 In 1978, a contract was awarded for extension of the wall to the south (upstream), towards Metcalfe Avenue. Construction commenced, however construction was terminated prior to completion of the project. Prior to termination of construction, a segment of additional wall was constructed. For the purposes of discussion, the portion of the wall constructed from 1976 to 1978 is herein referred to as "1976 Wall".
- D3.4 In 2000, a second section of retaining wall ("2000 Wall") was constructed, extending the 1976 Wall another 96 m north (downstream) towards Claremont Avenue. This work was performed in response to instabilities triggered by the 1997 flood event. This section of wall consists of timber piles driven to refusal in till, complete with tie-back anchors and a concrete pile cap. During construction, the concrete pile cap was extended upstream to cap the 1976 Wall by approximately 18 m in length. No tie-backs were included in the 18 m section.
- D3.5 In 2013, emergency riverbank stabilization works (rock columns) were installed between Monck Avenue and Tache Avenue to address the development of deep seated riverbank movements that impacted a portion of the 1976 Wall and the street, necessitating a partial closure of Lyndale Drive. The active slope movements threatened the integrity of diking system as well as a sewer. Construction access to the lower bank for rock column installation was achieved by removal of an approximately 12 m long section of the 1976 Wall, which was subsequently restored using steel H-piles and timber lagging. Following the riverbank slope failure in 2013,

there is concern that additional stabilization work may be required between Tache Avenue and Gauvin Street.

- D3.6 The 18 m portion of 1976 Wall capped in 2000 (without tie-backs) moved horizontally but was not repaired during the 2013 emergency stabilization works.
- D3.7 Further to the embankment stability concerns, the existing 1976 Wall is in poor condition due to age related deterioration. Many of the piles are significantly rotted at or near the ground line requiring either replacement or major rehabilitation of the existing retaining wall system.
- D3.8 The immediate study area is considered to encompass the entire extent of the 1976 Wall and associated riverbank.
- D3.9 Following the emergency stabilization works in 2013, riverbank slope movement monitoring was installed between Tache Avenue and Gauvin Street and will be used to help assess preliminary design alternatives. Monitoring data is available in Appendix C and Appendix D.
- D3.10 The project area is located within Lyndale Drive Park. Lyndale Drive Park is located between the primary dike and the river, beginning at the upstream end of the retaining wall (near Gauvin Street) downstream to Highfield Street.
- D3.11 The City of Winnipeg's Transportation Master Plan indicates a proposed Active Transportation Pathway (ATP) traversing through the project area. There is a gravel pathway traversing through Lyndale Drive Park, however it is discontinuous from Birchdale Avenue to Claremont Avenue.
- D3.12 In the vicinity of the retaining wall, pedestrian and off-street bicycle traffic is limited to a gravel path between the curb and the top of the retaining wall; foot or bicycle paths area not present on the lower bank. One set of stairs and one ramp are present to allow pedestrian access to the lower bank. A small pedestrian patio complete with informational plaques is present at the far upstream end of the project area.
- D3.13 The primary objectives of this project are to conduct an engineering study and preliminary design exercise to:
  - (a) evaluate the need for embankment stability improvements;
  - (b) evaluate the need for structural retaining wall rehabilitation or replacement;
  - (c) develop a preferred preliminary design which improves the reliability of the primary dike, road structure, and nearby utilities, at the same time enhancing the riverbank area.

#### D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of a preliminary engineering study including public engagement to develop viable options for rehabilitation or replacement of the Lyndale Drive Retaining Wall as outlined in D5.
- D4.2 Further to B8.2, Detailed Design, Contract Administration, and Post Construction Services are not currently within the scope of services. The City at its discretion may develop terms of reference near completion of Preliminary Design and negotiate fees for these services with the successful proponent. The scope change would be subject to a satisfactory offer and approval from the Award Authority.
- D4.3 Professional Engineering Services applicable to the work are defined in Appendix A.

# D5. PRELIMINARY ENGINEERING STUDY

- D5.1 Preliminary Design Services as defined in Appendix A shall include but not be limited to:
- D5.2 Data Collection

- (a) Review existing record drawings, reports, and other information that will be provided by the City to establish relevant information. This information will be provided during the RFP period upon email request to the Project Manager.
- (b) Carry out detailed on-site topographic surveys, inspections and site information gathering. Topographic surveys shall include bathymetric surveys where necessary.

#### D5.3 Utility Assessment

- (a) Identify any and all underground and above ground utility infrastructure that may be impacted by the work.
- (b) Secure utility locates for any subsurface work.
- (c) Determine the extent of sewer CCTV inspections required and undertake the inspections in accordance with E1 Sewer Televising Guidelines. Fees associated with undertaking the televising shall not be included in the Proposal Submission; however the Proposal Submission shall include an estimate of the costs associated with the work.

# D5.4 Geotechnical Investigation and Assessment

- (a) The Consultant is advised that the installation of additional slope monitoring instrumentation is outside the scope of this project. The Consultant shall review existing slope monitoring data obtained subsequent to 2013 emergency slope stabilization works. Refer to Appendix C and Appendix D.
- (b) Assess the results of the ongoing slope monitoring.
- (c) Conduct a geotechnical investigation as required to supplement existing geotechnical information. The Proposal shall include the methodology and justification for the proposed geotechnical investigation program. The proposed geotechnical investigation shall be sufficient to conduct detailed design of any feasible alternative. Fees associated with geotechnical drilling, sampling, materials testing and ongoing monitoring of existing instrumentation shall not be included in the Fee Proposal. However a geotechnical investigation program shall be proposed and an estimated budget provided separately from the Fee Proposal.
- (d) The Consultant is advised that there is an access ramp located between Monk Ave. and Tache Ave. which may provide suitable access to the lower bank by subsurface investigation equipment.
- (e) Evaluate the stability of the existing slope along the riverbank from Tache Avenue to Gauvin Street. Analysis shall be performed on several cross sections representative of the range of topographic and subsurface conditions. The analysis shall take into account the available monitoring data and observed conditions, considering potential failure surfaces extending below the existing wall, as well as failures downslope of the wall.
- (f) Submit a draft Geotechnical Investigation and Assessment Report to the Project Manager for review and acceptance prior to advancing the project to the preliminary design stage.

#### D5.5 Retaining Wall Condition Assessment

- (a) Conduct a condition assessment of the existing 1976 timber retaining wall. The condition assessment shall include material sampling of the timber piles.
- (b) It is expected that 1.0 m deep hand excavated test pits on the downslope ground surface would be required to assess the timber piles. The test pits may also be used to observe soil and groundwater conditions in the vicinity of the wall. Fees associated with test pitting, sampling and materials testing shall not be included in the Fee Proposal. However a test pitting and sampling program be proposed and an estimated budget provided separately from the Fee Proposal.
- (c) Determine existing timber pile wall preservative(s) and identify any regulatory requirements or impacts associated with them, and their impact on the project cost, schedule, constructability, or other factors.

- (a) Perform a hydraulic review to determine seasonal water levels and maximum (flood) water levels, as may be required for considered in slope stability analysis.
- (b) Determine erosion and scour mitigation strategies required for the site. Erosion protection shall be sufficient to maintain bank geometry suitable for slope stability requirements.
- (c) Consult with the City of Winnipeg Waterways as well as the Water & Waste Department to confirm acceptability.

#### D5.7 Environmental Assessment

- (a) Conduct an environmental investigation to identify any site contamination issues that will need to be addressed during construction. Fees associated with environmental drilling, sampling and materials testing shall not be included in the Fee Proposal. However a drilling and testing program shall be proposed and an estimated budget provided separately from the Fee Proposal.
- (b) Conduct an environmental assessment of the site sufficient to obtain regulatory agency approvals.

#### D5.8 Regulatory Review

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

#### D5.9 Transportation Study

- (a) The preliminary design alternatives shall address pedestrian and cycling requirements.
- (b) Explore whether any required riverbank stabilization and/or retaining wall work can be combined with integration of pedestrian and cycling facilities in a cost effective manner.
- (c) Determine the type pedestrian and cycling facilities suitable for everyday use and for Sunday street closures. Consider various cycling treatments including but not limited to multi-use pathways, separated cycling and pedestrian facilities, shared roadways, or converting Lyndale Drive to a neighborhood greenway, etc.
- (d) Examine changes to Lyndale Drive's operations and/or geometric configuration to accommodate any required slope stabilization as well as pedestrian and cycling facilities through the project area. Conduct transportation studies to support any proposed feasible alterations. Confirm all geometric and operational parameters with the City of Winnipeg.
- (e) Consider cycling connections to existing and proposed facilities in the context of the broader study area.
- (f) Preliminary design of roadways, pedestrian, and cycling facilities shall be in general accordance with the City of Winnipeg Transportation Standards Manual (latest edition) and the Pedestrian and Cycling Strategies.
- (g) Minimum requirements are to maintain two-way traffic on Lyndale Drive. Lane widths, road widths, and parking widths may require design exceptions.
- (h) Determine parking utilization to aid in decisions related to the road design.

#### D5.10 Public Engagement

- (a) Public engagement (PE) is an integral part of the project, which will allow better decisions to be made, incorporating the interests and concerns of affected stakeholders, while meeting the needs of the City. This will provide greater transparency in the decisionmaking process and provide for a more sustainable solution.
- (b) The public engagement process shall be based on IAP2 principles and best practices (see <a href="http://iap2canada.ca/">http://iap2canada.ca/</a>),
- (c) Identify and prepare a profile of key stakeholders in the immediate area that may be impacted by the project. This will also include groups with a high interest in the outcomes of the project.

- (d) Perform a stakeholder analysis to determine both the needs and the impact on each stakeholder.
- (e) Build relationships with key stakeholders as necessary to ensure that wants and outstanding issues are addressed.
- (f) Arrange targeted meetings with stakeholders as necessary to ensure that outstanding issues are addressed.
- (g) Develop content, including a map of the project area, a project timeline, and project updates, for a project webpage that will be hosted on the City's Major Projects website. Develop content for communications with stakeholders. This may include, but may not be limited to, direct letters and updates to residents, press releases, social media, and advertisements.
- (h) Develop and implement one Public Open House before the preliminary design is completed. The Open House will present the preferred alternative(s), respond to comments and questions, and document feedback for inclusion in the design process.
- (i) Provide a PE report that will be posted on the project's website so that stakeholders can see how their input has been considered and used. Reports should include: cataloguing public input and project response to it; a detailed record of all promotions and communications, attendance numbers and dates of events; and a summary of findings and results.
- (j) Advise on any additional public engagement strategy as necessary.

#### D5.11 Develop Alternatives

- (a) Document all the design criteria by component (structures, roadways, drainage, utilities, etc.)
- (b) Develop initial conceptual designs meeting the primary objectives of the project. It is envisioned that alternatives considered may include rehabilitation and/or strengthening of the existing wall, replacement of the wall, or abandonment of the wall, possibly in combination with slope stabilization measures. Confirm conceptual level alternatives with the Project Steering Committee.
- (c) For each concept an initial Class 4 estimate shall be developed to help determine viability of that option.
- (d) Conduct slope stability analysis on viable alternatives. Preliminary designs shall achieve a factor of safety acceptable to the City of Winnipeg. Slope stability shall consider long term, short term, and extreme events and the associated factors of safety. Slope stabilization methods to be considered may include retaining structures, mechanical stabilization, slope flattening, etc.
- (e) For alternatives incorporating earth retaining structures, evaluate multiple retaining structure types. Preliminary design of earth retaining structures shall be in accordance with the Canadian Highway Bridge Design Code CSA S6-14, and the Canadian Foundation Engineering Manual (CFEM 2007). The design life for earth retaining structures shall be 75 years.
- (f) For alternatives incorporating earth retaining structures, assess the need for provision of access to the lower riverbank area.
- (g) For alternatives relying on rehabilitation of the existing retaining wall, perform structural analysis sufficient to demonstrate adequate structural capacity and design life of the rehabilitated wall.
- (h) Pedestrian guards, stairs, ramps, and handrails shall meet the requirements of the National Building Code of Canada (NBCC, latest edition), and the City of Winnipeg Accessibility Design Standards (latest edition).
- (i) Develop a minimum of two viable concepts into preliminary designs alternatives. Develop a Class 3 estimate for each alternative.
- (j) For each viable alternative a preliminary design for traffic detours and construction staging shall be developed.

The City of Winnipeg
RFP No. 869-2015

Supplemental Conditions
Page 6 of 9

Template Version: SrC120150806 - Consulting Services RFP

- (k) Develop a project aesthetic strategy and concepts for streetscaping, landscaping, and structure architectural details.
- (I) Provide a recommendation for the preferred alternative.
- (m) Provide a preliminary project schedule including all major components of the work, and considering regulatory and seasonal construction access restrictions.
- (n) Provide recommendations for post-construction monitoring of the works.

#### D5.12 Determine Property Impacts

- (a) For each preliminary design alternative identify property impacts, if any, including permanent land acquisition requirements, short term needs for road detours, temporary construction easements, and utility re-routing easements.
- (b) In consultation with the City Real Estate Branch, determine the estimated cost of land acquisition as well as identify current leases on City owned land including identification of timeframes for cancellation or modification of leases.
- (c) For each viable alternative, prepare property acquisition drawings for permanent and temporary land requirements as well as for temporary or permanent changes to property access. The information on the drawings shall be prepared with sufficient information as require by the City Real Estate Branch.

# D5.13 Reporting Requirements

- (a) Prepare reports documenting the preliminary design process and recommended preliminary design. Six (6) hard copies shall be submitted along with an electronic PDF version property bookmarked.
- (b) Draft versions shall be submitted as necessary and agreed to by the Project Manager.
- (c) Reports shall include preliminary engineering drawing and construction staging schedules in sufficient detail to support Class 3 Estimates.
- (d) Report shall also include recommended annual funding requirements to meet the recommended theoretical construction duration schedule.
- (e) Presentation of the information to the City's Project Steering committee as necessary.

# D5.14 Meetings

- (a) Attend meetings with the Project Manager at the following stages:
  - (i) Pre-commencement
  - (ii) Upon completion of the geotechnical investigation and assessment
  - (iii) Upon completion of the development of conceptual design alternatives (50% preliminary design completion, including preparation of Class 4 cost estimates)
  - (iv) Prior to finalizing the preliminary design report (90% preliminary design completion)

#### D5.15 Submissions

- (a) The following deliverables shall be submitted to the Project Manager
  - (i) Draft Geotechnical Investigation and Assessment Report
  - (ii) Final Geotechnical Investigation and Assessment Report
  - (iii) Draft Preliminary Design Report
  - (iv) Final Preliminary Design Report
  - (v) Public Information Session documentation and deliverables as described in D5.9

# D5.16 Ancillary Services

- (a) Include any and all associated ancillary services required to successfully complete the Work to the satisfaction of the City of Winnipeg.
- D5.17 The consultant shall submit a written Monthly Status Report to the City's project manager during Preliminary Design. The status reports shall include:

The City of Winnipeg Supplemental Conditions RFP No. 869-2015 Supplemental Conditions Page 7 of 9

Template Version: SrC120150806 - Consulting Services RFP

- (a) Progress on tasks since previous report;
- (b) Planned accomplishments for the next period;
- (c) Project schedule update;
- (d) Project budget update;
- (e) List concerns, potential problems, risks, etc., for the project.

#### D6. DEFINITIONS

- D6.1 When used in this Request for Proposal:
  - (a) "Class 4 Estimate" means an estimate with an expected accuracy within +50% to -30%.
  - (b) "Class 3 Estimate" means an estimate with an expected accuracy within +30% to -20%.

# D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D7.1 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.
- D7.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D7.3 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.
- D7.4 A Consultant who violates any provision of D7 may be determined to be in breach of Contract.

#### SUBMISSIONS PRIOR TO START OF SERVICES

#### D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 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.

#### D9. INSURANCE

- D9.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D9.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
  - (a) Comprehensive or Commercial General Liability Insurance including:
    - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;

- (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
- (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
- (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
  - (i) an amount not less than \$ 2,000,000 . per claim and \$ 2,000,000 in the aggregate.
- D9.2.1 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.
- D9.3 The policies required in D9.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D9.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D9.2(a) and D9.2(c).
- D9.5 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 D9.8.
- D9.6 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.
- D9.7 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.
- D9.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

### D10. SECURITY CLEARANCE

- D10.1 Each individual proposed to perform the following portions of the Work shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at their place of residence:
  - (a) Any Work on private property;
  - (b) Communicating with residents and homeowners in person or by telephone.
- D10.2 Prior to the commencement of any Work specified in D4 and during the term of the Contract if the additional or replacement of individuals are proposed to perform Work, the Contractor shall supply the Project Manager with a Criminal Record Search Certificate obtained not earlier than

Supplemental Conditions Page 9 of 9

Template Version: SrC120150806 - Consulting Services RFP

- one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- D10.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicated any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in D10.1.
- D10.4 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.

#### D11. SAFE WORK PLAN

D11.1 The Consultant cannot commence any Services until a Project-specific Safe-Work Plan(s) is verified as in place for the high-risk activities he may engage in prior to the commencement of a construction contract. The format is available at <a href="http://www.winnipeg.ca/matmgt/Safety/default.stm">http://www.winnipeg.ca/matmgt/Safety/default.stm</a>

#### SCHEDULE OF SERVICES

#### D12. COMMENCEMENT

- D12.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D12.2 The Consultant shall not commence any Services until:
  - (a) the Project Manager has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D8;
    - (ii) evidence of the insurance specified in D9;
    - (iii) for those services to which they are applicable, the security clearance specified in D10; and
    - (iv) evidence of a Safe Work Plan specified in D11.
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D12.3 The City intends to award this Contract by December 4, 2015.

#### D13. CRITICAL STAGES

- D13.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
  - (a) Submission of Draft Geotechnical Investigation and Assessment Report for City review by February 12, 2016;
  - (b) Submission of Draft Class 3 cost estimates for preferred alternatives by April 15, 2016;
  - (c) Submission of Draft Preliminary Design Report by May 7, 2016;
  - (d) Submission of Final Preliminary Design Report by May 28, 2016.

# **PART E - SPECIFICATIONS**

# E1. SEWER TELEVISING GUIDELINES

- E1.1 The Consultant is required to assess the extent of Closed Circuit Television (CCTV) inspection for all combined, wastewater, land drainage and storm relief sewers to confirm any sewer repairs required in the right-of-way within the limits of the Project.
- E1.2 The criteria provided are general guidelines and are not intended to replace sound municipal engineering judgement specific to the individual Project scope and/or location.
- E1.3 The available sewer televising information is contained within the City of Winnipeg's Sewer Management System (SMS) application.
- E1.4 Confirm televising requirements with Project Manager.
- E1.5 CCTV inspection general guidelines:
  - (a) Confirm CCTV requirements with Water & Waste Department for sewers 1050 mm and larger in diameter;
  - (b) Televise if no previous CCTV inspections have been completed;
  - (c) Re-televise sewers in Categories A/B/C/X with a Structural Performance Grade (SPG) of 3 or higher that have not been televised in the previous 5 years;
  - (d) Sewers located more than two metres from the curb line (i.e. not located under pavement) do not need to be re-televised if previous CCTV inspection data exist. If a sewer repair or renewal requiring excavation is noted, contact the WWD;
  - (e) On all street reconstructions, regardless of location of the sewer (within the right-of-way);
  - (f) If the street exhibits obvious distress at/along the underground plant;
  - (g) Of all CB leads to be reused, as part of a street reconstruction or major rehabilitation.
- E1.6 For any uncertain situations and/or locations, contact the Project Manager.
- E1.7 The Consultant is required to coordinate the sewer-televising contract and communicate the results to the Water & Waste Department. Any repairs or other activities deemed necessary from these inspections must be coordinated with the Water & Waste Department.