



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 1167-2016

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
2017/2018 LOCAL STREET RENEWAL PROGRAM – INDUSTRIAL/COMMERCIAL
ROADS**

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 2017/2018 LOCAL STREET RENEWAL PROGRAM – INDUSTRIAL/COMMERCIAL ROADS

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 23, 2017.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Project Manager identified in D2.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 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 Request for Proposal 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 Request for Proposal 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 Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 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) Management Proposal – Consultant and Subconsultants (Section C) in accordance with B9;
 - (b) Management Proposal – Project Team (Section D), in accordance with B10;
 - (c) Technical Proposal (Section E) in accordance with B11; and
 - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, 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 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 twenty (20) pages in length, exclusive of the required form(s). Only the first twenty (20) pages of each Proposal will be evaluated;
- B6.5.2 Further to B6.5.1, anything included as an appendix will not be evaluated;
- B6.6 Further to B6.5.1 and B6.5.2, a total of four (4) of the twenty (20) 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 B20.1(a).

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

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

B6.10 Proposals shall be submitted to:

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

B6.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

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

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

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

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

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

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

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

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

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

B8. FEES (SECTION B)

- B8.1 The Proponent 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 D5, including
- (a) Preliminary Design Services;
 - (b) Detailed Design (including Bid Opportunity Preparation);
 - (c) Contract Administration Services; and
 - (d) Post Construction Services.
- B8.3 For the Yellow Ribbon Greenway Extension, and upon completion of the Project Planning and Preliminary Design, or at a key stage prior to completion of Project Planning and Preliminary Design phase, fees for D7 Detailed Design, D8 Contract Administration, and D9 Post-Construction Services may be negotiated with the successful proponent as identified in D15.
- B8.4 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.4.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.5 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.
- B8.6 The Fees entered in each column 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 services, materials testing services, geotechnical 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.
- B8.6.1 Further to B8.6, the Contract Award shall include, in addition to the Total Bid Price, an allowance for the costs of any site investigation services, materials testing services, geotechnical 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. Fees for approved Subconsultants shall be payable as invoiced by the Subconsultant plus an allowed handling fee of 5%.
- B8.7 Proposal(s) shall include the Fees to be assessed for Engineering and other Services as defined in the Scope of Services.
- B8.8 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.
- B8.9 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.
- B8.10 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 each project package identified in Appendix C Project Locations and Technical Scoping . 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 during Detailed Design;

- (c) include Allowable Disbursements;
- (d) be entered in column (c) of Form B:Fees.

B8.11 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.

B8.12 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.

B8.13 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. MANAGEMENT PROPOSAL - PROPONENT AND SUBCONSULTANTS (SECTION C)

B9.1 The Management Proposal should describe the experience of the Proponent and any Subconsultants, including:

- (a) general firm profile information, including years in business, average volume of work, number of employees, including local office information and other pertinent information for the Proponent and all Subconsultants;
- (b) 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 local projects of similar size and complexity;

B9.2 For each project listed in B9.1(b), the Proponent should submit:

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted construction cost and final construction cost;
- (d) design and construction schedule (anticipated Project schedule and actual project delivery schedule, showing design and construction separately);
- (e) project owner;

B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B9.2.2 Reference information (two current names, with telephone numbers, per project) must be made available upon request of the Project Manager.

B10. MANAGEMENT PROPOSAL – PROJECT TEAM (SECTION D)

B10.1 Describe your approach to overall team formation and coordination of team members.

B10.2 Proposals should:

- (a) Include a methodology describing the team's project management approach and organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent and Subconsultant(s) will use in the delivery of the project.
- (b) Describe the job function for each individual and group of individuals identified in B10.4.
- (c) Include an Organizational Chart for the Project which identifies the roles of key personnel.

- B10.3 Proposals should include time estimates and allocations including:
- (a) For each person identified in B10.4(a), list the percentage of their time to be dedicated to the Project. Provide this information for each of the phases identified in D5 Scope of Services.
 - (b) Time estimates by work activity and in total, including hourly rates for each person identified in B10.4, as well as survey, drafting, clerical and any other support staff.
- B10.4 Proposals should include, in tabular form:
- (a) names of key personnel assigned to the Project, who shall not to be substituted without written permission from the Project Manager;
 - (b) the experience and qualifications of the key personnel assigned to the Project, including:
 - (i) job title;
 - (ii) educational background and degrees;
 - (iii) professional affiliations;
 - (iv) years of experience administering projects for the City of Winnipeg;
 - (v) years of experience in current position;
 - (vi) years of experience in design; and
 - (vii) years of experience in construction administration.
 - (c) Key personnel should include design staff, who are reliable and distinguished resource with extensive knowledge ability education and experience in the successful design of complex bicycle facilities within North America, and who will approve drawings prior to submittal for the City's review.
- B10.5 Identify the following Key Personnel assigned to the Project:
- (a) Project Manager;
 - (b) Effective January 1, 2018, the City reserves the right to stipulate that any projects that include Public Engagement work will require that all Public Engagement work be performed by a public engagement professional who has completed the Foundations in Public Participation offered by IAP2;
- B10.6 For each person identified in B10.4(a), list at least three (3) projects, comparable in scope and complexity, in which the person listed did comparable work and played a comparable role. Provide the following:
- (a) Description of the project;
 - (b) Role of the person; and
 - (c) Project Owner.
- B10.7 Further to B10.6, and upon request of the Project Manager, the Proponent must be able to provide, for each person identified in B10.4(a), two current references, including telephone numbers, for each project listed.
- B10.8 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B10.9 Proposals may also address any other information that conveys the Proponent's understanding of the Project requirements.
- B11. TECHNICAL PROPOSAL (SECTION E)**
- B11.1 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.
- B11.2 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 and urban design issues;
 - (ii) the team's understanding of the proposed Project Budget and Capital Construction Estimate;
 - (iii) cyclist and pedestrian planning issues; and
 - (iv) communications strategies;
- (b) the Proponent's technical approach and methodology to complete the Services;
- (c) the collaborative process/method to be used by the proponent in all phases of the Project;
- (d) all activities and services to be provided by the City;
- (e) the deliverable(s) of the Project;
- (f) any assumptions made with respect to the Scope of Services

B11.3 Methodology should be presented in accordance with the Scope of Services identified in D5, as well as Part F – Specifications and Appendix A – Definition of Professional consulting Services – Engineering.

B11.3.1 Details of the Scope of Services are provided in D5 to D9, as well as Appendix C – Project Locations and Technical Scoping.

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, durations on a 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, not exceeding the time specified in D14.

B13. DISCLOSURE

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

B13.2 The Persons are:

- (a) N/A

B14. QUALIFICATION

B14.1 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.

- B14.2 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>
- B14.3 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) upon request of the Project Manager, provide the Security Clearances as identified in PART E - ; and
- B14.4 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.
- B14.5 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.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B15.1 Proposals will not be opened publicly.
- B15.2 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 <http://www.winnipeg.ca/matmgt/>
- B15.3 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.
- B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

B16. IRREVOCABLE OFFER

- B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished 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.

B17. WITHDRAWAL OF OFFERS

- B17.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B17.1.1 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.
- B17.1.2 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.
- B17.1.3 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 B17.1.3(b), declare the Proposal withdrawn.
- B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 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.

B18. INTERVIEWS

- B18.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B19. NEGOTIATIONS

- B19.1 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.
- B19.2 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.
- B19.3 If, in the course of negotiations pursuant to B19.2 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.

B20. EVALUATION OF PROPOSALS

- B20.1 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 B13:
(pass/fail)
 - (c) Fees; (Section B) 40%
 - (d) Management Proposal – Proponent and Subconsultant; (Section C) 5%
 - (e) Management Proposal – Project Team; (Section D) 30%
 - (f) Technical Proposal (Section E) 20%
 - (g) Project Schedule. (Section F) 5%
- B20.2 Further to B20.1(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.
- B20.3 Further to B20.1(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.
- B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B20.4.1 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.
- B20.5 Further to B20.1(d), the Management Proposal – Proponent and Subconsultant(s) will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B20.6 Further to B20.1(e), the Management Proposal – Project Team will be evaluated considering 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.
- B20.7 Further to B20.1(f), the Technical Proposal will be evaluated considering the Proponents demonstrated understanding of the Project's technical and functional requirements.
- B20.8 Further to B20.1(g), 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.
- B20.9 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B20.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.
- B21. AWARD OF CONTRACT**
- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 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.
- B21.2.1 Without limiting the generality of B21.2, 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.
- B21.3 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.
- B21.4 The City may, at its discretion, award the Contract in phases.
- B21.5 The Project is a two year engagement for the Industrial Street Renewal Program for 2017 and 2018 project locations. In general, Contract Administration and Post Construction Phases for 2018 Projects, included in Package 2-2018, will not be awarded prior to Council approval of the 2018 Capital Budget.
- B21.5.1 Further to B21.5, the Contract Administration and Post Construction Phases of Work for 2018 projects, included in Package 2-2018, is contingent upon Council approval of sufficient funding in the 2018 Capital Budget. If the 2018 Capital Budget approved by Council does not include sufficient funding for those Phases of the Work, the City will have no obligation to award those phases of the Contract. A separate letter of intent for the Contract Administration and Post Construction Phases of Work included in Package 2-2018, for the 2018 project locations, will be issued if sufficient funding is approved in the 2018 Capital Budget.
- B21.6 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.
- B21.6.1 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.
- B21.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.8 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.
- B21.9 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.
- 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:
Bonnie Konzelman, P.Eng.
Telephone No. 204 986--5456
Email Address: bkonzelman@winnipeg.ca-
- D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.
- D2.3 Proposal Submissions must be submitted to the address in B6.

D3. BACKGROUND

- D3.1 The Local Streets Program is part of the annual Local Street Renewal Program of the City of Winnipeg's Capital Budget, as adopted by Council.
- D3.2 The Project Locations and Budgets are recommended by the Public Service and adopted by City Council. The Project Locations and Budgets are provided in Appendix C Project Locations and Technical Scoping.
- D3.3 This Project is intended as a pilot project, where a single construction bid opportunity will be advertised, and a construction contract awarded, for industrial street renewals included in the current year's approved budget and the following year's forecasted budget.
- D3.3.1 Package 1-2017 includes project locations approved by Council in the 2017 Capital Budget.
- D3.3.2 Package 2-2018 includes project locations included in the Capital Budget Forecast for the year 2018.
- D3.4 Winnipeg will host the 2017 Canada Summer Games and construction activity will be prohibited or restricted between July 28 and August 13, 2017 on the project locations identified as potential conflicts in Appendix B Project Locations and Technical Scoping. The consultant will work with the Project Manager and Traffic Management to identify areas of concern and recommend construction restrictions/prohibitions to be included in the bid opportunity for construction during the specified restricted time period..
- D3.5 The RCAF Half Marathon Race is usually scheduled for the last week of May or first week of June on Moray Street. The consultant will work with the Project Manager and Traffic Management to identify areas of concern and recommend construction restrictions/prohibitions to be included in the bid opportunity for construction during that time.
- D3.6 On July 15, 2015, City of Winnipeg Council approved the Pedestrian and Cycling Strategies (PCS) which provide a vision for the future of walking and cycling in Winnipeg. The Project will meet the expectations of the PCS which are available at <http://walkbike.winnipeg.ca>
- D3.7 St. Matthews Avenue

- (a) St. Matthews Avenue from Ferry Road to Century Street is currently an industrial major collector street;
- (b) In the Transportation Master Plan, St. Matthews Avenue is identified as part of the Silver Avenue Corridor, which will be a high speed roadway, with the speed limits reduced as it approaches Ferry Road.
- (c) It is possible that when the Silver Avenue Corridor is implemented and after full build out of CentrePort (estimated beyond 30 years), the Silver Avenue Corridor will see over 20,000 vehicles per day, and four lanes will be required. It is envisioned that space for the future alignment would be obtained southwards from the current South property line of St. Matthews, which should be considered during planning and preliminary design phases.
- (d) Anticipated works include:
 - (i) Century Street to Berry Street – major rehabilitation and pavement widening;
 - (ii) Berry Street to Ferry Road – concrete reconstruction,
 - (iii) New sidewalk installation on:
 - ◆ North side from King Edward Street to Century Street-full width,
 - ◆ South side from Ferry Road to Berry Street and Brooklyn Street to Century Street – boulevard buffered,
 - (iv) Divided industrial collector street with two vehicular lanes westbound and one vehicular lane eastbound (the second lane westbound is for parking in various sections),
 - (v) Minor improvements on the southeast corner of Century and St. Matthews intersection to accommodate completion of buffered bike lane – Eastbound St. Matthews from Century to Kensington as per D3.10;
 - (vi) Buffered bike lanes from Century Street to Ferry Road including:
 - ◆ Installation of durable green surface markings,
 - ◆ Modification of Berry Street north of St. Matthews as shown on Drawing T-3408, to allow for a simplified continuation of the buffered bike lane on Berry Street. Note that the work for the continuation of the bike lane on Berry Street is not part of this project;
 - (vii) Coordination with Manitoba Hydro for the installation of new street lights on the north side of St. Matthews.

D3.8 St. Matthews Avenue Cycle Connection

- (a) The Yellow Ribbon Greenway is identified as a Cycling Spine in the Pedestrian and Cycling Strategies. Once complete it will allow for people to walk or bike from CentrePort to Downtown Winnipeg.
- (b) The bicycle connection from the Yellow Ribbon Greenway to Century Street is a moderate priority in the Pedestrian and Cycling Strategies.
- (c) As the Silver Avenue corridor is a long term project, there is an immediate need to:
 - (i) Renew the infrastructure on St. Matthews Avenue from Ferry Road to Century Street;
 - (ii) Provide continuous pedestrian facilities;
 - (iii) Provide dedicated facilities for cyclists;
 - (iv) Improve lighting;
 - (v) Complete a significant connection in the bicycle route gap in this location.
 - (vi) A half signal is required to accommodate the crossing for pedestrians and cyclists across Ferry Road. The traffic signal is not warranted for vehicular capacity. This half signal requires the approval of the Standing Policy Committee of Infrastructure Renewal and Public Works. The City of Winnipeg will seek approval in early 2017
 - (vii) The City of Winnipeg will be obtaining traffic counts within the study area and can be provided to the Consultant.

D3.9 Yellow Ribbon Greenway Extension West of Ferry Road (Planning and Preliminary Design Only)

- (a) The consultant shall develop and produce two options for the extension of the pedestrian and cycle facility West of Ferry Road.
- (b) Two alternative concepts are provided in Drawing T-3408-R1 – Sheets 1 and 2.
- (c) Detailed Concept Drawings as well as detailed Class 3 Cost Estimates shall be included for both options,
- (d) The City has commenced preliminary discussions with the Airport Authority and has reviewed the concepts with them.
- (e) The City will seek NavCan and Transport Canada approval for the installation of the proposed pathway lighting.
- (f) The City will review the options and recommendations with Bicycle Stakeholders and the Area Councillor. Although it is not required, the Consultant may attend these meetings at their discretion.
- (g) The City will be responsible for any required Public Engagement.

D3.9.1 The City of Winnipeg, in its sole discretion, may negotiate and enter into a contract with the Consultant to undertake the work associated with the Detailed Design, Contract Administration and Post Construction Services for work associated with the Yellow Greenway Extension West of Ferry Road under this section D3.9, as identified in D15.

D3.10 Due to outstanding property negotiations, the improvements for the Eastbound buffered bike lane on St. Matthews Avenue from Century Street to Kensington Street, were not fully completed under the Polo Park Infrastructure Improvement Project (City of Winnipeg Construction Bid Opportunity 201-2014). The City is working towards a resolution with the adjacent property owner, and if completed, the construction for completion of the buffered bike lane will be included in the contract.

D3.10.1 Further to D3.10, the design and contract administration for this work will be included in the scope of services for this contract.

D4. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) “Project Budget” means the total available funding for a Project, including but not limited to construction (Contract) costs, utility costs, Consulting Fees, and City of Winnipeg services, overhead and administrative costs.
- (b) “Concrete Reconstruction” means removal of pavement and approaches, excavation, construction or renewal of drainage infrastructure, construction of granular subbase and base course, adjustment of appurtenances in the pavement and boulevards, construction of concrete pavement, construction of concrete approaches, and sidewalk renewal.
- (c) “Rehabilitation” means removal of existing asphalt overlay, pavement, curb and sidewalk repairs, replacement or adjustment of drainage infrastructure, adjustment of appurtenances in the pavement and boulevards, and an asphalt overlay.
- (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 Package” means several Project Locations assembled in to one Project assignment. A Project Package can be administered by one or several Contracts, subject to approval of the Project Manager.

D5. SCOPE OF SERVICES

- D5.1 The Services required under this Contract shall consist of pavement renewals in a variety of locations.
- D5.2 All pavement renewal Project Packages will include the following phases:
- (a) Project Planning and Preliminary Design as outlined in D6;
 - (b) Detailed Design and Contract (Bid Opportunity) Preparation as outlined in D7;
 - (i) design and Specification development;
 - (ii) drawing and Specification preparation;
 - (iii) procurement process;
 - (c) Contract Administration services as outlined in D8;
 - (d) Post-Construction services as outlined in D9.
- D5.2.1 Further to D5.2, the Yellow Ribbon Greenway Extension West of Ferry Road, included in the St. Matthews Avenue Project, will only include the following phase:
- (a) Project Planning and Preliminary Design as outlined in D6.
- D5.3 Within the Project phases in D5.2, 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.
- D5.3.1 Project Location Technical Scope is subject to final approval of the Project Manager.
- D5.3.2 Project Locations included in the 2018 Capital Program, are subject to the adoption of the Capital Budget by City Council. Substitutions and/or deletions may occur within the Project Packages and may result in an adjustment in Fees as per B8.4.
- D5.4 The 2017/2018 Local Street Renewal Program – Industrial/Commercial Street packages are divided into two packages based on the year the streets are to be completed and as identified in the 2017 Adopted Capital Budget and the 2018 Capital Budget Forecast.
- D5.4.1 As provided in Appendix C: Technical Scoping and Project Locations, Package 1-2017 consists of streets that are identified to have construction completed by the end of 2017 and Package 2-2018 consists of streets that are identified to have construction completed by the end of 2018.
- D5.4.2 The construction bid opportunity for both Packages, 1-2017 and 2-2018, are expected to be included in one advertised bid opportunity package with the Award of Package 1-2017, expected to be in 2017 and the Award of Package 2-2018 expected to occur once the 2018 Capital Budget is approved by Council.
- D5.4.3 The Bid Opportunity for Construction, should be prepared as a two part contract, for 2017 and 2018 Project Packages. If the 2018 Capital Budget, approved by Council, does not include sufficient funding for the 2-2018 Project Package, the City will have no obligation to award that part of the contract for the 2018 construction work. The construction bid opportunity shall contain wording to ensure that this is clear to potential bidders.
- D5.5 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 – Project Locations and Technical Scoping.

D6. PROJECT PLANNING AND PRELIMINARY DESIGN

- D6.1 Preliminary Design Services associated with the Contract are described in Appendix A-5.

- D6.2 The Successful Proponent will be responsible for project reporting and support to the City's Project Manager for project reporting in accordance with the City of Winnipeg's Project Management Manual and templates.
- D6.3 Where applicable, the designs must address:
- (a) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
 - (b) City of Winnipeg's 2012 Draft Updated *Transportation Standards Manual* (previous version February 1991);
 - (c) City of Winnipeg's *Accessibility Design Standard* (November 2015);
 - (d) City of Winnipeg's *Universal Design Policy* (October 16, 2001)
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604> ;
 - (e) City of Winnipeg's *Tree Planting Details and Specifications Downtown Area and Regional Streets* (May 2009);
 - (f) City of Winnipeg's *Tree Removal Guidelines*;
 - (g) City of Winnipeg *Standard Construction Specifications* – current edition;
 - (h) 2015 Winnipeg Pedestrian and Cycling Strategies;
- D6.4 The following documents are to be considered where applicable :
- (a) OurWinnipeg (adopted July 12, 2011);
 - (b) OurWinnipeg sustainable Transportation Strategy (adopted July 12, 2011);
 - (c) Winnipeg Transportation Master Plan (adopted November 16, 2011).
- D6.5 The Consultant is responsible for the following:
- (a) Confirm the scope of work required using professional engineering judgement;
 - (b) In consultation with the Project Manager, determining the extent to which Site investigation is required;
 - (c) Field surveys;
 - (d) Acquiring and reviewing the historical and as-built drawings within Project limits from Underground Structures;
 - (e) Referring to (F2) the *Sewer Televising Guidelines for Public Works Projects*, determining the extent to which the sewer infrastructure (a) requires inspection, and (b) in consultation with the Water & Waste Department, and the approval of the Project Manager, requires repairs or renewal;
 - (f) Engaging the services of appropriate qualified Subconsultant personnel where additional services are required, including, but not limited to: site investigation (geotechnical) services (F3), materials testing services, pipeline loading assessments, and/or closed circuit television (CCTV) sewer inspection (F2);
 - (g) Detailed examination of access and parking requirements for abutting residents/businesses, including production of a parking plan for alley works;
 - (h) Construction staging plans that minimize disruption to the public. Assumptions must be stated in the Proposal;
 - (i) Providing Project details and regular Project updates to the Accela right-of-way coordination system.
- D6.6 Review and incorporate regulatory requirements into the project plan and schedule. Obtain approvals from appropriate regulatory agencies as necessary.
- D6.7 Provide comprehensive management of the Project. Monitor and maintain the same in a manner acceptable to the Project Manager. Provide written weekly updates to the Project Manager during design services. Monthly status reports provided to the Project Manager should include, but not be limited to:

- (a) Progress on tasks since previous report;
- (b) Expected progress for the next period;
- (c) Project schedule update;
- (d) Project budget update; and
- (e) Identify potential problems, risks and concerns.

D7. DETAILED DESIGN AND CONTRACT PREPARATION

D7.1 Detailed Design Services associated with the Contract are described in Appendix A-6.

D7.2 The Successful Proponent will be responsible for project reporting and support to the City's Project Manager for project reporting in accordance with the City of Winnipeg's Project Management Manual and templates.

D7.3 Designs to be submitted for review must:

- (a) Be sealed by a Professional Engineer, registered in the Province of Manitoba
- (b) Include a pavement design brief for new or reconstruction of Regional, Collector or Industrial Street Pavements and for new or reconstruction of Street Pavements that are Bus and/or Truck routes.
- (c) Include the pavement cross section (where applicable)
- (d) Include the dimensioned jointing design (where applicable)
- (e) Include the proposed sidewalk jointing design for full with sidewalks;
- (f) Include separate overall horizontal geometry layout drawings;
- (g) Include Department drawing numbers before the works are advertised. Drawing numbers can be requested from Mr. Martin Perreault at (204) 986-4113;
- (h) Conform to the Manual for the Production of Construction Drawings for the City of Winnipeg, Works and Operations Division (November 1984);
- (i) Include construction staging drawings/figures;
- (j) Include all relevant plan and profile information;
- (k) Include miscellaneous details as required to better present the scope of the work to the contractor;
- (l) Allow six weeks for circulation to Underground Structures
- (m) Ensure that separate copies are sent to affected utilities, with specific requests made for estimates, where required.

D7.4 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.

D7.5 Detailed Design Services shall include but not be limited to:

- (a) Ongoing Project reporting and support to the City's Project Manager for Project reporting in accordance with the City of Winnipeg's Project Management Manual and templates;
- (b) Ongoing comprehensive management of the Project;
- (c) Ongoing coordination of meetings with the City's Project Manager
- (d) Ongoing Project details and updates to the Accela right-of-way coordination system;
- (e) Ongoing consultation and coordination with all affected utilities;
- (f) Allow sufficient time for review by the City's Project Manager and additional personnel;

- (g) Preparation of estimated capital costs and cash flow forecasts;
- (h) Monitor and update the Project Risk Management Plan, where required; and
- (i) Any and all associated ancillary services required to successfully complete the Detailed Design to the satisfaction of the City of Winnipeg.

D8. CONTRACT ADMINISTRATION

D8.1 Contract Administration Services associated with the Contract are described in Appendix A-7.

D8.2 Contract Administration Services shall be conducted in accordance with the City of Winnipeg's Project Management Manual Appendix E – Contract Administration Procedure.

D8.3 The Successful Proponent will be responsible for:

- (a) Ongoing Project reporting and support to the City's Project Manager for Project reporting in accordance with the City of Winnipeg's Project Management Manual and templates;
- (b) Ongoing comprehensive management of the Project;
- (c) Ongoing Project details and updates to the Accela right-of-way coordination system;
- (d) Ongoing consultation and coordination with all affected utilities;
- (e) Allow sufficient time for review by the City's Project Manager and additional personnel;
- (f) Preparation of estimated cash flow forecasts;
- (g) Monitor and update the Project Risk Management Plan, where required; and
- (h) Any and all associated ancillary services required to successfully complete the Detailed Design to the satisfaction of the City of Winnipeg.

D8.4 NON-RESIDENT Contract Administration Services shall include but not be 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 submittal 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 Project Management Manual; and
- (d) Provision to the City of a complete current report on the project status on a monthly basis advising of progress, schedule, project costs, Change in Service, and Changes in Work.

D8.5 RESIDENT Contract Administration Services shall include but not be limited to:

- (a) Co-ordination of day-to-day site activities;
- (b) Ensuring construction contractor conformance to the City of Winnipeg's *Manual of Temporary Traffic Control on City Streets*;
- (c) Full-time inspection;
- (d) Field and/or laboratory testing and verification of construction material quality;
- (e) Field measurement and verification of construction 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 Project Management Manual;
 - (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) Coordinate traffic management and construction work;
- (i) On-going updates to the lane-closure information line as required; and
- (j) Supervision of Subconsultants;
- (k) Provision of Project details and regular Project updates to the Accela right-of-way coordination system

D9. POST-CONSTRUCTION

D9.1 Post-Construction Services associated with the Contract are described in Appendix A-8.

D9.2 Post Construction Services shall include but not be limited to:

- (a) Preparation of one of each of the following for each construction contract administered under the Project:
 - (i) Certificate of Substantial Performance;
 - (ii) Certificate of Total Performance;
 - (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 latest construction contract, including;
 - (i) Summary report – a description of:
 - ◆ Services accomplished, including initial and final scope of Project;
 - ◆ Final pavement design for new pavements;
 - ◆ Amount of concrete repairs, by percentage for pavement rehabilitations;
 - ◆ Average thickness of asphalt placement for pavement rehabilitations;
 - ◆ Issues encountered and resolutions achieved;
 - ◆ Any outstanding services or issue-resolutions required;
 - ◆ Final or projected final contract cost;
 - ◆ Daily field reports (as an appendix);
 - ◆ Field test reports (as an appendix);
 - (ii) Photographs – 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)
 - ◆ Typical pre-construction photos
 - ◆ Typical post-construction photos
 - ◆ Typical construction operation photos (e.g. concrete pours, paving operations, etc)
 - (e) Provision of record drawings in accordance with the Public Works As-Built Drawing Requirements identified in F1, within three months of Substantial performance of the construction contract, unless waived or amended in writing by the Project Manager.
- D9.3 The Successful Proponent will be responsible for project reporting and support to the City's Project Manager for project reporting in accordance with the City of Winnipeg's Project Management Manual and templates.

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

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) and D12.2(c).

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 D12.8.

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 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 March 22, 2017.

D14. CRITICAL STAGES

D14.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

- (a) All construction works associated with Package 1-2017 should be substantially completed prior to November 1, 2017 and streets open to traffic prior to the end of the 2017 construction season;
- (b) All construction works associated with Package 2-2018 should be substantially completed prior to November 1, 2018 and streets open to traffic prior to the end of the 2018 construction season;

- (c) Substantial and Total Performance of the Construction contract by the end of 2018;
- (d) The Bid Opportunity for both packages, Package 1-2017 and Package 2-2018 will be issued as one Bid Opportunity and shall be ready to be advertised on the City's Materials Management website by June 12, 2017.

D14.2 Further to C1.1(tt), Total Performance for this Contract will be after the issuance of the Certificate of Acceptance for the construction contract which is typically:

- (a) two (2) years from the Total Performance date of reconstruction and new construction projects;

D15. POTENTIAL FUTURE CONTRACT FOR DETAILED DESIGN, CONTRACT ADMINISTRATION AND POST CONSTRUCTION SERVICES

D15.1 The City of Winnipeg, reserves the right, in its sole discretion, to negotiate and enter into a contract with the Consultant to undertake the work associated with the Detailed Design, Contract Administration and Post Construction Services for the Yellow Ribbon Greenway Extension West of Ferry Road Project without a public bid solicitation as identified in B8.3 No compensation will be provided to the Consultant for participating in this negotiation. The City will be under no obligation to initiate or enter into a subsequent contract and may choose to issue a public bid solicitation for the Work with respect to the Detailed Design, Contract Administration and Post Construction Services.

MEASUREMENT AND PAYMENT

D16. INVOICES

D16.1 Further to C10, the Consultant shall submit monthly invoices to the Project Manager.

D16.2 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;
 - (iv) Post Construction Service Fees including hours and hourly rates for Services provided in the invoice period;
 - (v) Other Project costs and Subconsultant Fees in accordance with D5.3 shall be shown separately on monthly reports, 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.

D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16.4 Invoices must be submitted to the City of Winnipeg Public Works Department Finance and Administration Division at 102-1155 Pacific Avenue.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
 - (b) any Work within City facilities other than:
 - (i) an underground structure such as a manhole;
 - (ii) in areas and at times normally open to the public;;
 - (c) communicating with residents and homeowners in person or by telephone;
- E1.1.1 Each Individual shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence. Or
- (a) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home> .
- E1.2 The following is a link to information for obtaining the Criminal Record Search certificate from the City of Winnipeg Police Service. http://winnipeg.ca/police/pr/info_request.stm
- E1.2.1 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 Project Manager.
- E1.3 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Project Manager 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 such Work.
- E1.4 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 specified in E1.1.
- E1.5 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.
- E1.6 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 specified in E1.1.

PART F - SPECIFICATIONS

F1. AS-BUILT DRAWING REQUIREMENTS FOR PUBLIC WORKS PROJECTS (2016)

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

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

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

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

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

F1.4 Drawings are to:

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

F1.5 Two (2) copies of the AutoCAD Digital Drawings and PDF copies shall be written to a compact disk (CD) or DVD. Both copies shall be clearly labelled identifying the Project number.

F1.6 As-built hard copy must be on Mylar paper and must have a signed Engineer's seal.

F1.7 Original signed Mylar copy and the two (2) CD's shall be sent by mail or courier to:

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

In addition:

- (a) Included on the CD's will be a separate drawing in AutoCAD format with the following (8) basic layers (none of which are to include text) and a list describing additional layers used:

Layer Names:

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

F2. SEWER TELEVISION GUIDELINES FOR PUBLIC WORKS PROJECTS

- F2.1 Closed Circuit Television (CCTV) inspection and assessment is required of all combined, wastewater, land drainage, storm relief sewers and manholes to confirm any sewer repairs required in the right-of-way within the limits of the street renewal.
- F2.2 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.
- F2.3 The available sewer televising information is contained within the City of Winnipeg's Sewer Management System (SMS) application.
- F2.4 Confirm televising requirements with City Project Manager.
- F2.5 CCTV inspection general guidelines:
 - (a) CW 2140 Sewer and Manhole Cleaning and CW 2145 Sewer and Manhole Inspection shall apply;
 - (b) Confirm CCTV requirements with Water & Waste Department for sewers 1050 mm and larger in diameter;
 - (c) Televiser sewers and manholes if no previous CCTV inspections have been completed;
 - (d) Re-televiser sewers with a Structural Performance Grade (SPG) of 3 or higher that have not been televised in the previous 5 years;
 - (e) 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;
 - (f) Televiser sewers on all street reconstructions, regardless of location of the sewer (within the right-of-way) with a Structural Performance Grade (SPG) of 3 or higher that have not been televised in the previous 5 years;
 - (g) Televiser sewers if the street exhibits obvious distress at/along the underground plant;
 - (h) Televiser all CB leads to be reused, as part of a street reconstruction, pavement rehabilitation and mill and fill rehabilitation.
 - (i) CCTV inspection not required on Mill and Fill Pavement Rehabilitation Method and Thin Bituminous Overlay(TBO) projects unless the street exhibits obvious distress at/along the underground plant
- F2.6 For any uncertain situations and/or locations, contact the Project Manager.
- F2.7 The Consultant is required to coordinate the sewer-televising contract and communicate the results to the Water & Waste Department. Provide Water and Waste Department with the sewer inspections and corresponding defects data. Any repairs or other activities deemed necessary from these inspections must be coordinated with the Water & Waste Department.
- F2.8 Provide post repair manhole to manhole inspection (CW 2145) to the Water and Waste Department.

F3. GEOTECHNICAL INVESTIGATION REQUIREMENTS FOR PUBLIC WORKS PROJECTS (SEPTEMBER 2015)

F3.1 Fieldwork

- (a) Clear all underground services at each test-hole location.
- (b) On most projects, test-holes are required every 50 metres with a minimum of three (3) test holes per Project Location. For street projects greater than 500 metres, test holes may be taken every 100 m. More or fewer test-holes may be required depending upon known Site conditions – confirm with the Project Manager.
- (c) Record location of test-hole (offset from curb, distance from cross street and house number).
- (d) Drill 150 mm-diameter cores in pavement.
- (e) Drill 125 mm-diameter test-holes into fill materials and subgrade.
- (f) If a service trench backfilled with granular materials is encountered, another hole shall be drilled to define the existing sub-surface conditions.
- (g) Test-holes shall be drilled to depth of 2 m \pm 150 mm below surface of the pavement.
- (h) Recover pavement core sample and representative samples of soil (fill materials, pavement structure materials and subgrade).
- (i) Measure and record pavement section exposed in the test-hole (thickness of concrete or asphalt and different types of pavement structure materials).
- (j) Pavement structure materials to be identified as crushed limestone or granular fill and the maximum aggregate size of the material (20 mm, 50 mm or 150 mm).
- (k) Log soil profile for the subgrade.
- (l) Representative samples of soil must be obtained at the following depths below the bottom of the pavement structure materials – 0.1 m, 0.4 m, 0.7 m, 1.0 m, 1.3 m, 1.6 m, etc. Ensure a sample is obtained from each soil type encountered in the test-hole.
- (m) Make note of any water seepage into the test-hole.
- (n) Backfill test-hole with native materials and additional granular fill, if required. Patch pavement surface with hot mix asphalt or high strength durable concrete mix.
- (o) Return core sample from the pavement and soil samples to the laboratory.

F3.2 Lab Work

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

F4. TREE REMOVAL GUIDELINES

- F4.1 These guidelines are applicable to situations where trees in fair to good condition on public boulevards, parks, or natural areas are requested to be removed. The following are some examples:
- (a) Movie sets;
 - (b) Private and commercial approaches;
 - (c) Planned construction, street work, and water and waste projects.
- F4.2 (0 – 10cm) Trees can be replaced at approximately the same size. Customer is responsible for removal utilizing an approved contractor and is to forward the replacement cost (currently \$740 / tree) to the Urban Forestry Branch.
- F4.3 (10 – 30cm) Trees are not easily replaced and are valued according to Council of Tree and Landscape Appraisal Formula.
- F4.4 (30cm +) The Urban Forestry Branch's position is to deny removal and further consultation with the City of Winnipeg Forester is required.
- F4.5 Funding received by The Urban Forestry Branch will be invested back in the form of tree planting within the Ward to maintain the canopy of the urban forest.
- F4.6 Additional Guidelines:
- (a) There shall be no appraised value applicable for trees that are dead or are in decline.
 - (b) Trees that are part of emergency water and waste projects shall be priced for removal and replacement cost.
 - (c) For new easements Manitoba Hydro shall consult with the City of Winnipeg Urban Forestry Branch prior to any proposed tree removal. During the consultation, all attempts shall be made to minimize tree removal. Trees that are removed shall be compensated at a value of 1 new tree per 10 cm of dbh (diameter at breast height; ie. 40 cm dbh tree = 4 replacement trees @ \$740 / tree = \$2960). If Manitoba Hydro fails to consult with the Urban Forestry Branch in these matters, then the Council of Tree & Landscape Appraisers, Guide for Plant Appraisal (current edition), shall be used to determine the value of trees.
 - (d) Natural stand trees are valued 1:1 ratio for those greater than 5cm dbh. One additional replacement tree will be required for every additional 7.5 cm of dbh (ie. 12.5cm dbh = 2 replacement trees @ \$740 / tree = \$1480). The ISA Species rating will be taken into consideration once a total appraised value has been determined.