



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 168-2018

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
THE REPLACEMENT OF THE DUBLIN AVENUE BRIDGE OVER OMAND'S CREEK
AND ASSOCIATED REGIONAL STREET IMPROVEMENTS**

Note to Proponents: Please be aware of revisions to B16.3

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 THE REPLACEMENT OF THE DUBLIN AVENUE BRIDGE OVER OMAND'S CREEK AND ASSOCIATED REGIONAL STREET IMPROVEMENTS

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time May 18, 2018.
- 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) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
 - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including tables, charts, drawings and schedule, and five (5) bound 8.5" x 11" copies for sections identified in B6.1 and B6.2. Drawings, schedule, organizational chart, Form P (or equivalent), experience and qualifications of proponent, subconsultants, and of key personnel assigned to the project in a tabular format, in copies only may be 11" x 17" folded to an 8.5" x 11" size. Each 11" x 17" sized page will be considered as one page. Title page, cover letter, and table of contents will not be considered to count as a page.
- B6.6 Proposals should not be more than twenty (20) pages in length. Only the first twenty (20) pages of each Proposal will be evaluated.
- B6.7 Anything included in an appendix will not be evaluated.
- B6.8 Proposal format, including type of binding, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which

provides the requested information for evaluation and other information which illustrates the strength of their team.

B6.9 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B6.10 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.

B6.11 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.12 Proposals shall be submitted to:

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

B6.13 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 12 of Form A: Proposal shall be signed in accordance with the following requirements:

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

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

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

B8. FEES (SECTION B)

B8.1 The Proposal shall include a Fixed Fee for the following phases identified in D4 Scope of Services:

- (a) Preliminary Design (D5)
- (b) Detailed Design (D6)

B8.2 The Proposal shall include a Time Based Fee Total Maximum based on Hourly Rates calculated on a time basis for the following phases identified in D4 Scope of Services.

- (a) Contract Administration (D7) fees shall be based on the number of working days identified in the RFP. 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;
- (b) Post-Construction Services (D8)

B8.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B8.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B8.4 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B8.5 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b). An allowance of up to 8% may be made for overhead expenses. The amount for overhead expenses shall be shown on Form P: Person Hours as Type 1 Disbursements.

B8.6 Further to B8.5, other Allowable Disbursements as defined in C1.1(b) shall be shown on Form P: Person Hours as Type 2 Disbursements. An allowance of up to 5% may be made for handling charges.

B8.6.1 Further to B8.6, consultant fees for developing, monitoring and interpreting the services referred to in B8.6 shall be included in the submitted fees of this Proposal and shall not be considered Allowable Disbursements.

B8.7 The Fee Proposal shall not include costs for the following:

- (a) Hydroexcavation costs for utility determination during design phase.
- (b) Geotechnical investigation costs for:
 - (i) pavement structure exploration in accordance with F1.1; and
 - (ii) subsurface investigations related to the new crossing structure and any channel works.
- (c) Materials testing during construction.
- (d) Sewer televising in accordance with F4.
- (e) Expenses associated with Public Information Session including venue rental, advertising, and mailings.

B8.8 Proponents shall submit a budget estimate for the cost of the exclusions listed in B8.7 in their proposal. 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.

B8.9 For greater clarity, for those exclusions listed in B8.7, the fees associated with planning, overall management, direct or indirect supervision, coordination, analysis of results, reporting of results,

and incorporating the results into the project design and execution shall be included in the Fee Proposal.

B8.10 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B8.11 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, in the scope of work described herein, and as defined in Appendix A for up to three projects of similar scope and complexity and/or similar size and complexity. For each project 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). Where applicable, information should be separated into Proponent and Subconsultant project listings.

B9.2 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

B10.1 Describe your approach to overall team formation and coordination of team members. Include an organizational chart for the Project. Roles of each of the key personnel should be identified. Identify the following Key Personnel assigned to the Project: project manager, project advisor(s), all discipline leads including lead designers and engineer(s) of record, contract administrator(s), resident inspector(s), and any other staff with a significant contribution to the project.

B10.2 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.

B10.3 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1. For each person identified, list at least two projects of comparable scope and complexity in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following: description of project, role of the person, project owner, owner reference information (one current name with telephone number per project).

B10.4 Further to B10.3, the level of effort of Key Personnel presented in Form P 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. Describe the methods of quality control and quality assurance for the work. Describe the methods for effective lines of communication with the City and other stakeholders.

- B11.2 Proposals should address: the team's understanding of the broad functional and technical requirements, urban design issues, the proposed Project Budget, the City's Project methodology with respect to the information provided within this RFP, and any other issue that conveys your team's understanding of the Project requirements.
- B11.3 Methodology should be presented in accordance with the Scope of Services identified in D4 through D8. It should identify an 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 be clearly identified.
- B11.4 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services. The total Fees on Form P: Person Hours should match Fees submitted in response to B8. Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested as stated herein. The table should include the cost of all applicable disbursements and any associated mark-ups. Subtotals shall be provided summarizing the costs for each individual, each task, and each Phase of the assignment. The estimated budget amounts for those exclusions list in B8.7 shall not be included in Form P.

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 any draft deliverables, six (6) weeks for the City to review underground structures submissions, and six (6) weeks for review of public information session materials.

B13. DISCLOSURE

- B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B13.2 The Persons are:
- (a) N/A

B14. CONFLICT OF INTEREST AND GOOD FAITH

- B14.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B14.3 In connection with its Proposal, each entity identified in B14.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B14.4 Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B15. QUALIFICATION

B15.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the

- Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
 - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the preliminary design, detailed design, contract administration and post-construction services for 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; and,
 - (f) Upon request of the Project Manager, provide the Security Clearances as identified in PART E - Security Clearance.
- B15.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.
- B15.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.
- B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**
- B16.1 Proposals will not be opened publicly.
- B16.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent and their address(es) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by

reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

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

B17. IRREVOCABLE OFFER

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

B18. WITHDRAWAL OF OFFERS

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

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

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 12 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 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

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

B19. INTERVIEWS

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

B20. NEGOTIATIONS

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations

may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

- B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

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

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B14: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultant; (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%

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

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is 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, in accordance with B9.

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, in accordance with B10

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, in accordance with B11.

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, in accordance with B12.

B21.9 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.

B21.10 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.
- (a) Contract Administration and Post Construction Services Phases of Work will not be awarded prior to Council approval of the applicable Capital Budget(s) for which construction will occur.
 - (b) Contract Administration and Post Construction Services Phases of Work is contingent upon Council approval of sufficient funding in the 2020 Capital Budget. If the 2020 Capital Budget approved by Council does not include sufficient funding for those phases of 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 Services will be issued if sufficient funding is approved in the 2020 Capital Budget.
- 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(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- 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.
Telephone No. 204-986-3508
Email Address: cward@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 This project consists of the following primary elements:

- (a) Replacement of the bridge on Dublin Avenue over Omand's Creek with a new crossing structure.
- (b) Concrete Reconstruction of Dublin Avenue from St. James Street to Notre Dame Avenue.
- (c) Rehabilitation of St. James Street from Saskatchewan to approximately 100 m north of Dublin Avenue.

D3.2 Background to Bridge Replacement

- (a) The existing Dublin Avenue Bridge over Omand's Creek is a three span (approximately 6.1 m each) bridge comprised of a timber substructure and a timber and concrete composite superstructure. The bridge was constructed circa 1950 with 24 feet clear vehicular width. The bridge was subsequently widened circa 1962 for a vehicular clear width of 46 feet, to accommodate four 11.5 feet wide lanes, plus a 4 feet wide raised sidewalk on both sides. Several miscellaneous bridge maintenance works have been carried out since, resulting in the existing bridge structure currently in service.
- (b) The bridge is in poor condition and is considered to be functionally obsolete. It is load restricted to 36,500 kg G.V.W. and the sidewalks on both sides are narrow. For these reasons, replacement of the bridge with a new crossing structure is required.

D3.3 Background to Road Improvements

- (a) The Regional and Local Street Renewal Program is the annual Capital street renewal program of the City of Winnipeg's Capital Budget, as adopted by Council. Project Locations and Budgets are recommended by the Public Service and adopted by City Council.

D3.4 Given the proximity of the proposed road improvements to the bridge replacement, and the requirement to coordinate the road improvements with the design and construction of the new crossing structure, these works are being delivered under a single scope of services.

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of Professional Consulting Services as described herein (D4) and the following project phases:
- (a) Preliminary Design as outlined in D5;
 - (b) Detailed Design Services as outlined in D6;
 - (i) Design and specification development
 - (ii) Drawing preparation;
 - (iii) Procurement process;
 - (c) Contract Administration Services as outlined in D7; and
 - (d) Post Construction Services as outlined in D8.
- D4.2 Within the Project phases in D4.1, the Consultant may be required – depending upon location and technical scope of services – to conduct site investigation services, materials testing services, geotechnical services, Underground Structures acquisitions, pipeline loading assessments, and/or closed circuit television (CCTV) sewer inspection and sewer assessment.
- D4.2.1 Notwithstanding C8, Fees for Subconsultants engaged to perform services in D4.2 shall be payable as invoiced by the Subconsultant, plus an allowed handling fee of 5%.
- D4.2.2 Consultant Fees for supervision of Subconsultants required to perform any services in D4.2 shall be included in the bidder's Fee Proposal in accordance with B8.8.
- D4.3 The following shall apply to the Services:
- (a) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
 - (b) City of Winnipeg's Transportation Standards Manual (Draft 2012);
 - (c) Universal Design Policy (December 2001)
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
 - (d) City of Winnipeg's Accessibility Design Standards (latest edition);
http://winnipeg.ca/ppd/Universal_Design.stm
 - (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 (March 2014) in accordance with F3;
 - (g) The current edition of The City of Winnipeg Standard Construction Specifications.
 - (h) Winnipeg Pedestrian and Cycling Strategies.
 - (i) Current and best practices in pedestrian and cycling infrastructure design.
 - (j) Canadian Highway Bridge Design Code, CSA S6-14.
 - (k) City of Winnipeg Green Building Policy: New City-Owned Buildings and Major Additions;
 - (l) OurWinnipeg, <http://www.winnipeg.ca/interhom/CityHall/OurWinnipeg/pdf/OurWinnipeg.pdf>
 - (m) Complete Communities Direction Strategy;
<http://www.winnipeg.ca/interhom/CityHall/OurWinnipeg/pdf/CompleteCommunities.pdf>
 - (n) Transportation Master Plan; <http://winnipeg.ca/finance/pdfs/ipd/TMPFinalReport.pdf>
 - (o) City of Winnipeg TOD Handbook; <http://winnipeg.ca/ppd/planning/TOD/pdf/Handbook.pdf>
 - (p) City of Winnipeg Zoning By-law (200/2006);
 - (q) The Accessibility for Manitobans Act;
http://www.accessibilitymb.ca/pdf/accessibility_for_manitobans_act.pdf
- D4.4 The successful proponent will coordinate their activities with (including but not limited to):
- (a) City of Winnipeg (various departments and branches), including but not limited to Public Works Engineering, Parks, Traffic Signals, Traffic Services, Traffic Management,

Transportation Planning, Transit Department, Planning Property & Development Department, Real Estate, Urban Design, Insurance, Legal Services, Materials Management, Corporate Communications, and the Office of Public Engagement.

- (b) The Water and Waste Department and/or their representative(s), for the renewal or abandonment of the water mains, for the renewal or abandonment of the sewer mains, and water and sewer repairs.
- D4.5 The technical scope of work as described herein is subject to final approval of the Project Manager. Substitutions and/or deletions may occur within the consulting assignment and may result in an adjustment in Fees as per B8.3. Work already completed for services identified in the consulting assignment prior to the notification of adjustment in the consulting assignment will be paid at hourly rates identified in the proposal for the actual time completed prior to notification. There will be no financial compensation if there is a reduction in the consulting assignment.
- D4.6 Unless otherwise specified below, Appendix A – Definition of Professional Consultant Services – Engineering – Public Works shall be applicable to the provision of Professional Engineering services provided.
- D4.7 The 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 at <http://winnipeg.ca/finance/infrastructureplanning/camp.stm#3> and templates at <http://winnipeg.ca/finance/infrastructureplanning/camp.stm#4>
- D4.8 This information contained herein is not meant to be exhaustive and not meant to take the place of investigations and due diligence required of the Proponent. The specific utility and agency coordination identified herein notwithstanding, the Proponent will be required to investigate and coordinate any utility requirements of the Project.
- D4.9 General technical requirements shall be as follows.
- D4.10 Rehabilitation of St. James Street
- (a) The limits of the rehabilitation of St. James Street shall be
 - (i) Southern limit from just south of Saskatchewan Avenue. The rehabilitation treatment shall apply to the entire intersection of St. James Street and Saskatchewan Avenue.
 - (ii) Northern limit approximately 100 m north of Dublin Avenue (to limit of previous pavement renewals, vicinity 1652 St. James Street)
 - (b) A new sidewalk is required on the east side of St. James Street between Saskatchewan Avenue and Dublin Avenue.
 - (i) The new sidewalk will cross the CPR spur line running parallel to Saskatchewan Avenue. Prepare all required analysis, designs, safety assessments, and prepare all drawings (such as E4 drawings, or others), liaise with regulators and CPR personnel, attend meetings, and any other activities necessary to complete the design, obtain approval of the regulator and CPR, and to administer construction of this sidewalk crossing.
 - (ii) There are utilities in conflict with the new sidewalk. Coordinate the design and construction with utility agencies throughout the project.
 - (c) Provide comprehensive engineering services as required, including but not limited to the requirements for all phases of the work as listed in D5, D6, D7 and D8.
 - (d) Conduct an operational traffic assessment of the intersection of St. James Street at Saskatchewan Avenue with particular consideration of the proximity of the CPR Spur at-grade crossing of St. James Street. Provide recommendations to operational improvements to the intersection if any.
 - (e) The Project Budget for this component of the project is \$2,700,000.

- (f) Assume 35 working days to substantially complete this work. Refer to D7.3(c)(ii) for resident inspection services and assumptions.
- (g) Construction is to occur in 2020. Traffic and access to businesses shall be maintained during construction.

D4.11 Concrete Reconstruction of Dublin Avenue

- (a) The limits of the Concrete Reconstruction of Dublin Avenue shall be
 - (i) Eastern limit for pavement reconstruction shall be up to but not include the intersection at Notre Dame Avenue (vicinity of Midland Street). However, surface treatments ranging from localized mill and fill, miscellaneous curb repairs, and curb ramp improvements may be required for portions of the intersection.
 - (ii) Western limit shall be just west of the intersection with St. James Street. The reconstruction treatment shall apply to the entire intersection of Dublin Avenue and St. James Street. Include new sidewalk on north side of Dublin Avenue from the west side of St. James Street up to Transit Stop #20053, complete with improved transit stop infrastructure.
- (b) Provide comprehensive engineering services as required, including but not limited to the requirements for all phases of the work as listed in D5, D6, D7 and D8.
- (c) Coordinate with utility agencies to eliminate the wood utility poles and overhead utilities on the north side of Dublin Avenue.
- (d) Above ground Manitoba Hydro distribution lines are present on the south side of Dublin Avenue. Modifications to this line may be required to suit the road and new crossing structure works and improve the safety of traffic operations.
- (e) The City wishes to close the existing access/approach to the McCrossen Street right-of-way on the north side of Dublin Avenue immediately west of the existing bridge. This gravel area may subject to restoration and naturalization as part of creek bank naturalization works.
- (f) Assume 55 working days to substantially complete this work. Refer to D7.3(c)(ii) for resident inspection services and assumptions.
- (g) The Project Budget for this component of the project is \$7,300,000.
- (h) Construction is to occur in 2020. Traffic and access to businesses shall be maintained during construction. Coordinate all aspects of design and construction staging with the bridge structure replacement.

D4.12 New Crossing Structure on Dublin Avenue at Omand's Creek

- (a) Provide comprehensive engineering services as required, including but not limited to the requirements for all phases of the work as listed in D5, D6, D7 and D8.
- (b) Assume 60 working days for construction.
- (c) The Project Budget for this component of the project is \$4,700,000 as indicated in the City of Winnipeg 2018 Capital Budget under Project 1805002118.
- (d) Construction is to occur over the winter of 2019-2020. It may be assumed that complete closure of Dublin Avenue will occur during construction of the new crossing. Coordinate all aspects of design and construction staging with the Dublin Avenue reconstruction works.

D4.13 Provide comprehensive management of the Project(s). 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.

D5. PRELIMINARY DESIGN

D5.1 Preliminary Design Services associated with the Contract are described in Appendix A-5.

D5.2 General

D5.2.1 The Consultant is responsible for:

- (a) Confirming 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 the historical and as-built drawings within Project limits from Underground Structures;
 - (i) Review existing record drawings, utility information, reports, and other information that will be provided by the City to establish relevant information. This information will be provided during the RFP period upon email request to the Project Manager. Confirm and supplement this information as necessary.
- (e) Referring to F4 (Sewer Assessment & CCTV Guidelines(2017)), 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, materials testing services, pipeline loading assessments, closed circuit television(CCTV) sewer inspection and/or hazardous materials investigation;
 - (i) Geotechnical Services for Road Improvements shall conform to F1.1.
 - (ii) Refer to D5.3(b) for geotechnical scope of work for new crossing structure.
- (g) Detailed examination of access and parking requirements for abutting residents/businesses;
- (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.

D5.2.2 Create Risk Management Plan for the project and keep it current throughout the project.

D5.2.3 Develop Class 3 costs estimates for the project. Estimates shall be prepared in accordance with the City of Winnipeg Basis of Estimate templates. Contingency amounts shall correspond to the Risk Management Plan.

D5.2.4 Provide recommendations related to traffic staging, transit detours, truck route detours, pedestrian detours, and others as required to confirm the feasibility of the proposed traffic staging plans.

- (a) Additionally, conduct data gathering, traffic modeling and analysis, and working in coordination with the City of Winnipeg Traffic Management personnel as required to confirm to what extent the St. James Street Rehabilitation and the Dublin Avenue Reconstruction may occur simultaneously. In the context of the Regional Street network, provide recommendations related to lane closure limitations, proposed turning restrictions, and other operational considerations to achieve an appropriate balance between traffic flow and construction efficiency/constructability. Develop preliminary traffic staging and traffic control drawings.

- D5.3 Notwithstanding the general requirements of D5, the following technical requirements shall apply to Preliminary Design of the new crossing structure:
- (a) Hydraulic Investigation
 - (i) Perform a hydraulic investigation to determine the appropriate size and type of hydraulic opening for new crossing structure alternatives. The consultant shall consult with the Water & Waste Department and the Province of Manitoba to confirm acceptability.
 - (ii) Confirm all channel shaping and erosion protection requirements.
 - (iii) Provide updated HEC-RAS model with the final design scheme for the proposed crossing structure crossing to the City for review.
 - (iv) At the conclusion of the hydraulic design work, provide the City of Winnipeg with the entire Omand's Creek hydraulic model used for the project.
 - (b) Geotechnical Investigation for New Crossing Structure
 - (i) For greater clarity, the requirements of F1.1 apply to road improvements only and do not apply to the geotechnical investigation for the new crossing structure and any associated channel works.
 - (ii) Perform a geotechnical investigation sufficient to complete preliminary and detailed design of viable crossing structure alternatives, and complete design of the recommended alternative.
 - (iii) Fees for the geotechnical investigation including sampling, material testing, instrumentation and monitoring shall not be included in the Fee Proposal. A geotechnical drilling, instrumentation, monitoring and testing program shall be proposed and an estimated budget shall be provided separately from the Fee Proposal. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.
 - (iv) Perform creek bank slope stability analysis and develop the preliminary design for any required creek bank or slope improvement measures. Evaluate foundation alternatives and provide geotechnical recommendations for the preferred foundation alternative. Provide preliminary geotechnical recommendations as needed for other structures and works included in the preliminary design including but not limited to possible retaining walls, embankments, and landscaping.
 - (c) Utilities
 - (i) Review existing utilities at and near the creek crossing and within the project area. Hold meetings with representatives from the utility agencies as necessary. Perform televising as required and perform hydro-excavation if necessary to confirm location data and resolve conflicts. Evaluate conditions of existing underground utilities and in consultation with the proper authority and the City of Winnipeg provide recommendations regarding rehabilitation, renewal or relocation of utilities which may be in conflict with the proposed works. Fees for sewer televising and hydroexcavation shall not be included in the Fee Proposal. A sewer televising and hydroexcavation program shall be proposed and an estimated budget shall be provided separately from the Fee Proposal. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.
 - (d) Regulatory Requirements
 - (i) Omand's Creek is a Provincial Waterway and classified as a Type A – complex fish habitat with indicator species by Fisheries and Oceans Canada.
 - (ii) Omand's Creek has been judged to be non-navigable by Transport Canada near this location.
 - (iii) Omand's Creek is a designated City of Winnipeg Waterway and a permit under By-law 5888/92 will be required.
 - (iv) Determine all regulatory requirements including those with the City of Winnipeg Waterways, Provincial Waterways, Manitoba Sustainable Development, Department of Fisheries and Oceans (DFO), and the requirements for any other regulatory approvals that may be necessary. Collect all data, perform site investigations as

- required, and complete all regulatory submissions and/or applications on behalf of the City. The City will bear the cost of permit application fees.
- (v) Work with City of Winnipeg Public Works Department, Parks and Open Spaces Division, Naturalist Services Branch to confirm all proposed naturalization works.
- (e) Crossing Structure
- (i) The crossing shall be capable of supporting CL-625 design load in accordance with the Canadian Highway Bridge Design Code, CSA S6 (latest edition).
 - (ii) In addition, the structure shall be capable of carrying all legal loads up to a 62 500 kg G.V.W. on an unrestricted basis.
 - (iii) The new crossing structure shall also be evaluated to determine its ability to carry up to three different overload truck configurations. Confirmation of the exact configurations shall be in consultation with City staff. A recommendation shall be made as to whether these overloads can be allowed on an Annual, Bulk, Controlled, or Single Trip Permit basis.
 - (iv) Develop structure crossing alternatives consistent with the above information, including general arrangement drawings, Class 3 cost estimates, traffic management plans during construction, and proposed construction schedules. Evaluate the crossing alternatives against a set of agreed upon criteria.
 - (v) At a minimum, both a cast-in-place concrete box culvert and a bridge structure shall be considered. Box culverts are generally preferred by the City, however the preferred structure type to advance to detailed design and construction shall be that which best balances the project objectives and constraints including but not limited to hydraulic capacity, regulatory requirements, asset level of service, constructability, risk, and cost.
 - (vi) Improving the sidewalk width at the new crossing structure is an objective of structure replacement. Determine the most advantageous sidewalk configuration for this structure in light of current and future pedestrian and cycling infrastructure in the area.
- (f) Property Requirements
- (i) The proponent is advised that the creek area immediately upstream of the existing bridge is on private property. Immediately south of the bridge (downstream) the City owns a parcel of property covering the creek area.
 - (ii) In addition to the general requirements of D5.4 (Public Engagement), consult directly with any property owners directly affected by the project.
 - (iii) Identify all property requirements and assist the City (by way of providing reference drawings, technical input, schedule requirements, etc.) in obtaining easements or acquisitions for the required lands.
 - (iv) The City is aware of an outbuilding in the vicinity of the property at 1500 Dublin Avenue that is partly on City of Winnipeg owned property. Removal and/or modification of this building (by others) may be required depending on the new crossing structure alternative. Assist the City in coordinating with the property owner.
- (g) Construction Staging
- (i) It may be assumed that complete closure of Dublin Avenue will be permitted at the crossing over the winter of 2019-2020 to facilitate construction of the new crossing structure. Access to local businesses along Dublin Avenue shall be maintained.
 - (ii) Coordinate all road and lane closures with all affected City of Winnipeg services. Work with Traffic Management, Traffic Service, Winnipeg Transit, etc. in the development of all vehicular, pedestrian, truck and bus detour routes. Develop traffic staging and traffic control drawings.
 - (iii) Coordinate all road and lane closures as required to transition between new crossing structure construction and road construction.

- (a) Develop a stakeholder list of nearby residents and businesses, along with contact information and will update and maintain the list throughout the project, logging communications with stakeholders and members of the public.
- (b) Engage directly with stakeholders to confirm road closures and construction staging requirements, truck/deliveries access, etc.
- (c) Provide regular project updates to stakeholders.
- (d) Work with the project team to develop a communications strategy that will include key messages that should be used throughout the project. The communications strategy may be updated and shall be reviewed at regular intervals to ensure adjustments are made in accordance with how the project is progressing.
- (e) The proponent shall use City of Winnipeg templates and branding for publicly available project materials.
- (f) Provide a project contact to direct public inquiries, which will be included on the project website and promotional materials.
- (g) Develop communications and public engagement materials, including, but are not limited to: website content, content for online opportunities for engagement, content for an information session, event promotion plan, updates to web content at project milestones, and content for multiple and varied methods of notification and promotion for upcoming engagement activities. All materials shall be produced so they are easy for the public to understand and should avoid technical terms or jargon whenever possible.
- (h) Organize and staff one information session to present the preliminary design to the public.
- (i) The proponent shall design and coordinate a direct mail postcard to neighbouring residents inviting them to the information session.
- (j) The information session will include information about construction timing and staging, road closures, and any other impacts on the neighbourhood and those traveling through.
- (k) Submit all public materials 4 weeks in advance of them being public to allow time for review.
- (l) Prepare a timeline that allows for two weeks' notice to the public in advance of the public information session.
- (m) Further to B8, information session expenses including venue rental, advertisements, mailers, and refreshments shall not be part of the Fee Proposal, however a separate budgetary amount for these costs shall be stated in the Proposal.

D5.5 Preliminary Design Report

- (a) Prepare a Preliminary Design Report documenting all findings for both the proposed road improvements and new crossing structure. The report shall outline the results of the investigations and assessments carried out, options investigated, and the recommended scope of work, complete with drawings, Class 3 (expected accuracy of +30% to -20%) cost estimate, risk assessment, and proposed construction schedules.
- (b) In addition to showing the preliminary design details of the preferred new crossing structure, the drawings shall include general arrangement drawings for each crossing structure evaluated. Vertical profiles shall be included to confirm compatibility with Dublin Avenue reconstruction works. The general arrangement drawings shall show the proposed structure relative to the existing infrastructure, utilities, site features, creek channel, hydraulic requirements and general topography. Five (5) hard copies along with an electronic PDF version properly bookmarked of the final report shall be submitted.
- (c) A draft report shall be submitted for review.
- (d) The report is to be finalized after incorporating feedback from the City Project Manager

D6. DETAILED DESIGN

- D6.1 Begin detailed design upon authorization from the Project Manager.

- D6.2 The proponent shall advance all aspects of the completed preliminary design of the recommended crossing structure and all road improvement works to detailed design.
- D6.3 The proponent shall determine the most advantageous means of project delivery which may be a single general construction contract, or may consist of two or more Bid-Opportunities as may be required for supply of goods with long lead time, or to separate construction contracts for road improvements and the new crossing structure. The proponent shall be responsible for preparation of all necessary contract documents.
- D6.4 General
- (a) Detailed Design Services associated with the Contract are described in Appendix A-6.
 - (b) Design 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.
 - (c) Designs to be submitted for review must:
 - (i) Be sealed by a Professional Engineer, registered in the Province of Manitoba
 - (ii) 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.
 - (iii) Include the pavement cross section (where applicable);
 - (iv) Include the dimensioned jointing design (where applicable);
 - (v) Include the proposed sidewalk jointing design for full with sidewalks (where applicable);
 - (vi) Include separate overall horizontal geometry layout drawings;
 - (vii) Include Department drawing numbers before the works are advertised. Drawing numbers can be requested from Permits & Plan Approval – GIS Support Services at (204) 986-4113;
 - (viii) Conform to the Manual for the Production of Construction Drawings for the City of Winnipeg, Works and Operations Division (November 1984).
 - (ix) Include construction staging and traffic staging drawings;
 - (x) Include all relevant plan and profile information;
 - (xi) Include miscellaneous details as required to better present the scope of the work to the contractor;
 - (xii) Allow six weeks for circulation to Underground Structures
 - (xiii) Ensure that separate copies are sent to affected utilities, with specific requests made for estimates, where required.
 - (d) Preliminary Construction Contract Costs (Class 1 Estimate) including utility costs, Consulting Fees, internal project costs and overheads, and any associated costs identified in the additional comments of a project.
 - (e) The Bid Opportunity documents must be prepared:
 - (i) Using the current applicable template from the Materials Management Division;
 - (ii) Referencing the current edition of The City of Winnipeg Standard Construction Specifications.
 - (f) The successful Proponent will be responsible for:
 - (i) 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;
 - (ii) Ongoing comprehensive management of the Project;
 - (iii) Provide updates to the Project Manager as identified in D4.13;
 - (iv) Ongoing coordination of meetings with the City's Project Manager
 - (v) Ongoing Project details and updates to the Accela right-of-way coordination system;

- (vi) Ongoing consultation and coordination with all affected utilities;
- (vii) Allow sufficient time for review by the City's Project Manager and additional personnel;
- (viii) Preparation of estimated capital costs and cash flow forecasts;
- (ix) Monitor and update the Project Risk Management Plan, where required; and
- (x) Any and all associated ancillary services required to successfully complete the Detailed Design to the satisfaction of the City of Winnipeg.

D6.5 Deliverables

- (a) Submit drawings and specifications for review at 50% and 90% completion.
- (b) Submit an Engineer's Estimate (Class 1 accurate to within +/- 10%) prior to issuing for tender.

D7. CONTRACT ADMINISTRATION

D7.1 Contract Administration Services associated with the Contract are described in Appendix A-7 and shall be conducted in accordance with the City of Winnipeg's Project Management Manual (Appendix E – Contract Administration Procedure).

D7.2 The Consultant is required to provide NON-RESIDENT Contract Administration Services including but not limited to:

- (a) Ensuring persons with demonstrated experience are assigned to administer the Project for the duration of the Project, with personnel changes only upon approval of the Project Manager;
- (b) Timely processing of accurate progress payments and invoices;
- (c) Conducting pre-award and pre-construction meetings with formal notes as described in the City of Winnipeg's 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.

D7.3 The Consultant is required to provide RESIDENT Contract Administration Services including but not limited to:

- (a) Coordination of the day-to-day Site activities;
- (b) Ensuring construction contractor conformance to the City of Winnipeg's Manual of Temporary Traffic Control;
- (c) Full-time inspection.
 - (i) The Proponent shall assume that the new crossing structure will require a total of 12 weeks (or 60 working days) for construction and full-time resident inspection services, occurring over the winter of 2019-2020.
 - (ii) The Proponent shall assume that the road improvements for St. James Street rehabilitation and Dublin Avenue reconstruction will occur consecutively (i.e. not concurrently), requiring full-time resident inspection for a total of 90 Working Days. Note that this this may be adjusted based on the outcome of the findings of D5.2.4(a) and in general accordance with B8.2(a).
- (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) On-going updates to the lane-closure information line as required;
- (i) Coordinate traffic management and construction work;
- (j) Supervision of Subconsultants performing any services;
- (k) Provision of Project details and regular Project updates to the Accela right-of-way coordination system.

D7.4 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 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. POST-CONSTRUCTION SERVICES

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

D8.2 The Consultant is required to provide Post-Construction Services including but not limited to:

- (a) Preparation of one of each of the following for every construction contract administered under the Project:
 - (i) Certificate of Substantial Performance;
 - (ii) Certificate of Total Performance; and
 - (iii) Certificate of Acceptance.
- (b) Additional Contract Administration for maintenance (pay) items within the warranty period of the construction contract;
- (c) Resolution of deficiencies and/or outstanding warranty issues;
- (d) Submission of a final construction report within three months of Substantial Performance of the construction contract.

D8.3 The final construction report shall consist of the following:

- (a) Summary report – a brief (three to five page) description of:
 - (i) Introduction – description/summary of scope, time, and cost of project
 - (ii) Tender/Award – bids received and award
 - (iii) Construction - description of the scope of works, key issues that arose and resolutions, changes, final or projected final construction cost
 - (iv) List of Lessons Learned
- (b) Appendices as follows:
 - (i) Photographs - typical pre-construction, during construction, and post-construction photographs
 - (ii) Cost summary (project costs)

- (iii) Tabulation of tenders
- (iv) Change orders
- (v) Summary of progress payments
- (vi) Final progress payment
- (vii) Contract schedule
- (viii) Subcontractor list
- (ix) Daily and weekly reports
- (x) Meeting minutes
- (xi) Shop drawings/submittals
- (xii) Instructions
- (xiii) Contractor request for information & responses
- (xiv) Material test reports
- (xv) Guarantees
- (xvi) Certificates of substantial and total performance
- (xvii) Record drawings

D8.4 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. DEFINITIONS

D9.1 When used in this Request for Proposal:

- (a) "Alley" means an open (traversable) right-of-way that has been designed, constructed and intended to provide access to and service the rear of places of residence or business."
- (b) "Asphalt 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 asphalt pavement with concrete curb and gutter, construction of asphalt or concrete approaches, and sidewalk renewal.
- (c) "Capital Construction Estimate" means the estimated value of the Construction Contract to be administered by the Consultant. The Capital Construction Estimate is only provided as an estimate of scale and scope for a Project and/or Project Package.
- (d) "Estimated Scope" means the scope of Services upon which the Project Estimate was based.
- (e) "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). Notwithstanding C1.1, when used in this Request for Proposal:
- (f) "Project Budget" means the total available funding required for a Project or Project Location, including construction (Contract) costs (based on the Estimated Scope), utility costs, Consulting Fees, and any associated costs identified in the additional comments of a project.
- (g) "Project Location" means an individual Right-of-Way location (typically Street, Alley, Sidewalk, Intersection, or Path) identified to make up a whole Project or Project Package.
- (h) "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.
- (i) "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.

- (j) "Regional Street" means those streets listed in Schedule E of the most recent City of Winnipeg Streets By-law No. 1481/77.
- (k) "Rehabilitation" means pavement, curb and sidewalk repairs, replacement or adjustment of drainage infrastructure, adjustment of appurtenances in the pavement and boulevards, and an asphalt overlay.

SUBMISSIONS

D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D11. SAFE WORK PLAN

- D11.1 The Consultant shall provide the Project Manager with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D11.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D12. INSURANCE

- D12.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D12.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or

damage including personal injuries and death resulting from any one accident or occurrence.

- (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$ 2,000,000 per claim and \$ 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 require each of its Contractors to provide insurance coverage as outlined in D12.2 (a) and (b). Contractors working on the creek bank of the City of Winnipeg waterway shall also provide Contractor's Pollution Liability insurance (CPL) in amount not less than \$1,000,000 per occurrence insuring against claims for third-party injury and property damage claims and including clean-up costs and transported cargo as a result of pollution conditions arising suddenly or gradually from the Contractors operations and completed operations. Such policy shall remain in place for a minimum of twelve (12) months following Total Performance.
- D12.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, and Contractors 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 D12.9.
- D12.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D12.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D12.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D13. COMMENCEMENT

- D13.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D13.2 The Consultant shall not commence any Services until:
 - (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D10;
 - (ii) evidence of the insurance specified in D12;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D13.3 The City intends to award this Contract by June 22, 2018.

D14. CRITICAL STAGES

- D14.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Final Preliminary Design Report completed and submitted by November 30, 2018;
 - (b) All construction bid opportunities project must be ready to be advertised on the City's Materials Management website by October 1, 2019. The actual advertising date and corresponding schedules for construction contract(s) will be established during preliminary design in consultation with and approval of the Project Manager, such that the construction contractors(s) can reasonably achieve the following:
 - (i) Completion of all in-stream works by March 1, 2020, and new crossing structure substantially complete such that traffic staging for Dublin Avenue Reconstruction can occur starting in spring, 2020.
 - (ii) Achieve Substantial and Total Performance of road improvement works by the end of the 2020 construction season.
- 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 two (2) years from the Total Performance date of reconstruction and new construction projects.

D15. INVOICES

- D15.1 Further to C11, the Consultant shall submit monthly invoices to the Project Manager.
- D15.2 Invoices must clearly indicate:
- (a) the City's purchase order number;
 - (b) project file number;
 - (c) breakdown by location of:
 - (i) Preliminary Design Fees;
 - (ii) Detailed Design Fees;
 - (iii) Contract Administration Fees including hours and hourly rates for Services provided in the invoice period;
 - (i) Allowable Disbursements shall be identified separately on each invoice.
 - (iv) Post Construction Service Fees including hours and hourly rates for Services provided in the invoice period;
 - (i) Allowable Disbursements shall be identified separately on each invoice.
 - (v) Other Project costs and Subconsultant Fees in accordance with D4.2 including the invoiced amount plus an allowed 5% handling fee. Copies of invoices must be attached.
 - (d) the amount payable with GST and MRST (as applicable) shown as separate amounts; and
 - (e) the Consultant's GST registration number.
- D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D15.4 Invoices must be submitted to the City of Winnipeg Public Works 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 Police Information Check 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 Police Information Check from the City of Winnipeg Police Service. <http://winnipeg.ca/police/pr/PIC.stm>
- E1.2.1 The original Police Information Check (Form P-612) 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 Police Information Check (Form P-612) to the Project Manager.
- E1.3 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Project Manager with a Police Information Check 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 Police Information Check is not provided, or for whom a Police Information Check 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 Police Information Check 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 Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check 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 (2018)

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
 - (vi) Other materials– type, manufacturer & supplier
 - (vii) Contractor and construction date

F1.5 In addition included on the CD's will be a separate drawing in AutoCAD format with the following (8) basic layers (none of which are to include text) and a list describing additional layers used:

Layer Names:

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

F1.6 Include a PDF copy of all as-built drawings

F1.7 Two (2) copies of the AutoCAD Digital Drawings and PDF copies shall be shared by either of the following ways;

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

- F1.8 Consultant to provide and submit separately a borehole .SHP File showing an updated Pavement Core/Test Hole Location Plan and for each location update the soil log to show the actual pavement structure constructed next to the existing.
- (a) The provided .SHP file will:
- (i) Show all bore holes and their UTM coordinates.
 - (ii) Include as attributes for each bore hole location:
 - ◆ NORTHING
 - ◆ EASTING
 - ◆ PDF_FILE_NAME
 - ◆ BH_ID
 - ◆ BID_OPP
 - ◆ CITY_FILE_KEY
- F1.9 The PDF provided will be a marked up version of the original soil log provided in the geotechnical report. The mark-up will:
- (a) Be created for each borehole location
 - (b) Show the original soil log unobstructed
 - (c) Show the new pavement structure accurately located vertically next to the existing soil log
 - (d) Show UTM coordinates of the soil log location
 - (e) Be labeled with a unique bore hole identification number
 - (f) Have a unique file name
- F1.10 As-built hard copy must be on Mylar paper or an approved alternate and must have a signed Engineer's seal.
- F1.11 Information shall be sent by mail or courier to:
- Permits & Plan Approval – GIS Support Services
City of Winnipeg
Public Works Department
106-1155 Pacific Avenue
Winnipeg, MB R3E 3P1

F2. GEOTECHNICAL INVESTIGATION REQUIREMENTS FOR PUBLIC WORKS PROJECTS

- F2.1 Fieldwork
- (a) Clear all underground services at each test-hole location.
 - (b) On most projects, test-holes are required every 50 metres with a minimum of three (3) test holes per Project Location. For street projects greater than 500 metres, test holes may be taken every 100 m. More or fewer test-holes may be required depending upon known Site conditions – confirm with the Project Manager.
 - (c) Record location of test-hole (offset from curb, distance from cross street and house number).
 - (d) Drill 150 mm-diameter cores in pavement.
 - (e) Drill 125 mm-diameter test-holes into fill materials and subgrade.
 - (f) If a service trench backfilled with granular materials is encountered, another hole shall be drilled to define the existing sub-surface conditions.
 - (g) Test-holes shall be drilled to depth of 2 m □ 150 mm below surface of the pavement.
 - (h) Recover pavement core sample and representative samples of soil (fill materials, pavement structure materials and subgrade).

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

F2.2 Lab Work

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

F3. TREE REMOVAL GUIDELINES

- F3.1 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.
- F3.2 (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.
- F3.3 (10 – 30cm) Trees are not easily replaced and are valued according to Council of Tree and Landscape Appraisal Formula.
- F3.4 (30cm +) The Urban Forestry Branch's position is to deny removal and further consultation with the City of Winnipeg Forester is required.
- F3.5 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.

F3.6 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.

F4. SEWER CONDITION ASSESSMENT & CCTV GUIDELINES (2017)

F4.1 Perform condition assessment on all relevant sewers and manholes in the right-of-way within the limits of the street renewal. Condition assessment includes, but is not limited to, the following;

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

F4.2 The Closed-Circuit Television (CCTV) criteria provided below are general guidelines and are not intended to replace sound municipal engineering judgement specific to the individual project scope and/or location.

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

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

F4.3 For any uncertain situations and/or locations, contact the City Project Manager.

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

F4.5 Provide the post repair CCTV inspections and corresponding defect coding to WWD Asset Management Branch.