



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 157-2022

**PROFESSIONAL CONSULTING SERVICES FOR MINOR REHABILITATION OF
THE ST. JAMES BRIDGES**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR MINOR REHABILITATION OF THE ST. JAMES BRIDGES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 25, 2022.

B2.2 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Project Manager identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the Confidential Information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B5. ADDENDA

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal (Section A) in accordance with B7;
 - (b) Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
 - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B6.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the number of pages is limited to fifteen (15), including all tables, drawings, photos and appendices, and all pages should be of size 8.5" x 11", except drawings, tables and schedules, which can be 11" x 17". Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B6.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B6.6.1 Proposals will **only** be accepted electronically through MERX.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B6.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

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

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

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

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

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

B7.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

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

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

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

B8. FEES (SECTION B)

B8.1 The Proposal shall include a Fixed Fee for Preliminary, Detailed Design and Post Construction Services phases identified in D4 Scope of Services.

B8.2 The Proposal shall include a Time-Based Fee schedule calculated on a time basis for Contract Administration phase identified in D4 Scope of Services.

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 each disbursement shall be shown on Form P: Person hours as Type 1 Disbursement.
- B8.6 Proponents shall submit a budget estimate for materials testing during construction in their proposal which will be considered as a Type 2 Disbursement and not included in the evaluated Fee. For Contract Award, an allowance can be added to the evaluated Fee Proposal to cover these costs. An allowance of up to 5% may be made for subconsultant handling charges and shall be shown on Form P: Person hours as Type 2 Disbursement, which will not be included in the evaluated Fee.
- B8.7 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.
- B8.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.8.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D17. Any such costs shall be determined in accordance with D17.

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include details demonstrating the history and experience of the Proponent and Subconsultants in applicable professional consultant services as required in D4.1 and as defined in Appendix A for two projects of similar scope and complexity and/or similar size and complexity. For each project listed the Proponent should submit: a description of the project; role of the proponent; project's original contracted cost and final cost separated into design and construction costs; the year the project was completed; the project owner; and reference information (one current name with telephone number per project). Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.2 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.
- B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1. For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the description of project; the role of the person; the project owner; and reference information (one current name with telephone number per project).
- B10.3 Further to B10.2, the level of effort of the Key Personnel presented in the Table required in B11.3 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. Methodology should be presented in accordance with the Scope of Services identified in D4. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project. Proponents shall describe their methods for quality control and quality assurance.

- B11.2 Proposals should address the team's understanding of the broad functional and technical requirements; including but not limited to the team's understanding of bridge inspection, concrete repairs, efficacy of grouping work items to optimize traffic staging and construction duration, pedestrian and cyclists accommodation during construction, safety hazards; the City's Project methodology with respect to the information provided within this RFP; the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>; and any other issue that conveys your team's understanding of the Project requirements. The Proposal should explicitly list dates for all key meetings and list all the planned deliverables and their formats for the project and state any assumptions made with respect to the deliverables and the Scope of Services. The Proposal should also list all activities and services to be provided by the City.
- B11.3 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 in accordance with B11.3. A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B11.3.1 The table should also include the cost of all applicable disbursements and any associated mark-ups. Subtotals should be provided summarizing the costs for each individual, each task, and each Phase of the assignment. For each person identified in B10.1, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B12. PROJECT SCHEDULE (SECTION F)

- B12.1 Proponents should provide a brief methodology including the key issues and criteria that will establish the proposed construction schedule. The methodology should address any relevant information that convey the Proponent's understanding of the Project requirements with respect to how the Project schedule has been developed.
- B12.2 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.
- B12.3 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B13. DISCLOSURE

- B13.1 Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B13.2 The Persons are:
- (a) WSP Canada Inc. who are currently undertaking the Route 90 Improvements Study including major rehabilitation and modifications to the St. James Bridges over the Assiniboine River. This Study is expected to be completed by Summer 2022.
 - (b) Dillon Consulting Limited who undertook the maintenance works associated with concrete repairs, expansion joint replacement and approach roadway works at the St. James

Southbound Bridge over the Assiniboine River in 2016. This information is available at:
https://winnipeg.ca/MatMgt/FolderContents.asp?FOLDER_NAME=326-2016&YEAR=2016

B14. CONFLICT OF INTEREST AND GOOD FAITH

B14.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

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

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

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

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

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

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;

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

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

B15. QUALIFICATION

B15.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business;
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract.

B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B15.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B15.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

- B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

B17. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18. WITHDRAWAL OF OFFERS

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

B19. INTERVIEWS

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

B20. NEGOTIATIONS

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

B21. EVALUATION OF PROPOSALS

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

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| (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) | 15% |
| (f) Project Understanding and Methodology (Section E) | 30% |
| (g) Project Schedule. (Section F) | 5% |
- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.6 Further to B21.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D3.9.
- B21.7 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.
- B21.8 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B10.
- B21.9 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B11.
- B21.10 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B21.11 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B22. AWARD OF CONTRACT**
- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.

- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B22.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B22.6.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B22.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D17 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B22.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Consultant Services*, these Supplemental Conditions are applicable to the Services of the Contract.

D2. PROJECT MANAGER

D2.1 The Project Manager is:
Vaibhav Banthia, M.Sc., P. Eng., CIM, PMP
Telephone No. 204 986-5008
Email Address: VBanthia@Winnipeg.ca

D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D3. INTRODUCTION AND BACKGROUND

- D3.1 The administrative structure for the City of Winnipeg is a Chief Administrative Officer (CAO) who is the head of the public service and provides overall leadership to all City departments.
- D3.2 The St. James Bridges over the Assiniboine River connects Kenaston Boulevard to the south and to Century Street to the north. Both of these streets comprise Route 90.
- D3.3 This assignment generally encompasses undertaking engineering services to accomplish minor rehabilitation of the St. James Bridges. The City envisions that major rehabilitation and modifications of the structures is tentatively scheduled to occur after 5 to 10 years, pending approval of funding. This timeline and frame of reference is required for the proposed design approach and intended minimum service life of repairs as part of this project. A major consideration of this project is to investigate and address any health and safety concerns.
- D3.4 Preliminary Design for widening of Route 90 (Kenaston Boulevard and Century Street) between Taylor Avenue and Ness Avenue is currently ongoing. This Study will address not only the condition of the bridge elements to achieve a minimum 75 years design life but also address capacity issues on the St. James Bridges.
- D3.5 The southbound bridge was constructed in 1936 and is an eight-span continuous structure composed of a composite reinforced concrete deck cast compositely with four lines "I" girders. The overall bridge length is 179.1m long with a travelled road width of 10.67m. The structure carries three lanes of traffic. A 1.5m sidewalk is located on the west side of the bridge and is separated from traffic by a concrete parapet. This structure received a major rehabilitation in 1982 and in 2016 underwent concrete repairs, expansion joint replacement and approach roadway works to address the immediate concerns and to extend its service life for another 5 to 7 years without major intervention. More recently, in November 2021, emergency repairs to the south abutment expansion joint were carried out.
- D3.6 The northbound bridge was constructed in 1962 along with the underpass at Portage Avenue and was last rehabilitated in 1987. The existing northbound structure is comprised of three segments, namely the approach ramp from Kenaston Boulevard, the approach ramp from Academy Road and the crossing of the Assiniboine River. The Kenaston Boulevard approach ramp is a 97.8m long, five span structure comprising of voided reinforced concrete deck slab. The Academy Road approach ramp is a 103.6m long, five span structure comprising of voided reinforced concrete deck slab. The Assiniboine River crossing is an eight-span structure that is composed of a composite reinforced concrete deck cast compositely with six lines of steel "I" girders. The total span length is 231.0m with a travelled road width varying from 11.9m at the

south to 16.5m at the north. A 1.5m sidewalk is located on the east side of the bridge and is separated from traffic by a concrete parapet.

D3.7 A preliminary investigation by the Proponent will eventually determine the extent of work required. However, the minimum expected works required to accomplish minor rehabilitation of the St. James Bridges include:

- (a) Southbound Bridge
 - (i) Repairs to pedestrian handrail curb and barrier
 - (ii) Pothole repairs
 - (iii) Installation of wood shims between pedestrian rail panels to stop the rattling noise
 - (iv) Replacement of expansion joint strip seal
 - (v) Repair of sidewalk/trip hazards
 - (vi) Spall repair at pipe base at south abutment
- (b) Northbound Bridge
 - (i) Repairs to pedestrian handrail curb, shoulder and median barriers
 - (ii) Pothole repairs
 - (iii) Replacement of expansion joint strip seal; repairs to the extrusions and concrete block-outs

D3.8 The project will be carried out in a staged approach with preliminary investigation, detailed design, and contract administration phases. It is anticipated that preliminary investigation would assess existing conditions and confirm the best way to proceed, including the provision of class 3 cost estimate. City's proposed project schedule for the work is:

- (a) Draft preliminary investigation memo submitted for City review by May 16, 2022.
- (b) Preliminary investigation memo finalized by May 31, 2022.
- (c) Detailed design starting in June 2022.
- (d) Construction starting in August 2022 and completed by October 2022.

D3.9 The funds available for this consulting contract are \$150,000 inclusive of all disbursements.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of the preliminary investigation, detailed design, and contract administration of minor rehabilitation of the St. James Bridges, in accordance with the following:

- (a) Preliminary Investigation;
- (b) Detailed Design;
- (c) Contract Administration; and
- (d) Post Construction Services.

D4.1.1 The Services required under D4.1(a) to D4.1(d) shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D4.1.2 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, Traffic Signals, Traffic Services, Traffic Management, Transportation Planning, Transit Department, Insurance, Legal Services, Materials Management, and Corporate Communications.

D4.2 For all Phases, include any and all associated ancillary services required to successfully complete the Work to the satisfaction of The City of Winnipeg.

D5. PRELIMINARY INVESTIGATION

D5.1 A preliminary investigation is needed to document the condition of the bridges with emphasis on items listed in D3.7, followed by determining the extent of required work in concert with investigation of traffic staging and detour options. It is desirable to maintain at least one lane of traffic on the bridges at all times along with provision for pedestrian accommodation. The investigation shall be generally consistent with Type 1 and Type 2 services as outlined in Appendix A and shall include:

- (a) Review existing record drawings, reports, and other information that will be provided by the City to establish relevant information. This information will be provided during the RFP period upon email request to the Project Manager.
- (b) Bridge superstructure condition assessment (in general compliance with the protocols of the Ontario Structure Rehabilitation Manual, 2007 Edition) including OSIM-type inspection of the bridge deck top surface, sidewalks top surface, approach slabs, expansion joints, handrails, handrail curb and traffic barriers. These investigations are to evaluate the repair effort required in regards to the maintenance issues outlined by the City.
- (c) Provision of an interim report outlining investigation findings and proposing any immediate maintenance work is required. Include photographs and corresponding notes as needed.
- (d) Meetings with the City Project Manager and City Technical Steering Committee members is required to present findings and sequentially gain acceptance of the rehabilitation scope of work before proceeding with the detailed design. The City will provide the budget available and confirm the scope of work to be included for the construction works. The following criteria shall then be utilized by the Consultant for prioritizing maintenance items and repair efforts:
 - (i) Major structure rehabilitation in 5-10 years; and
 - (ii) Available bridge maintenance budget.
- (e) Submission of final memo (one for each bridge structure) with the investigation results, recommendations, sketches, and Class 3 (expected accuracy of +30% to -20%) cost estimates.

D6. DETAILED DESIGN

D6.1 Initiate detailed design upon completion of Preliminary Investigation and receiving authorization from the Project Manager noted in D2.1.

D6.2 Detailed Design Services as defined in Appendix A shall include but not be limited to:

- (a) Undertake detailed design and request for tender preparation based on the agreed scope of work. Note that the tender is required to be reviewed by the City's insurance branch at a minimum of 7 business days prior to being posted to MERX.
- (b) Include all services required to award a Contract to the successful bidder.

D6.3 The anticipated scope of construction work includes but may not be limited to:

- (a) Structural design for the scope of rehabilitation works as indicated in D3.7 and based on the prioritized maintenance items and repair efforts established in D5.1(d).
- (b) Development of detailed traffic staging.
- (c) Detailed design drawings, specifications, and construction cost estimates shall be submitted for review to the Project Manager at 50% and 95% completion stages. The Consultant shall allow 1 week for review. Drawings shall be submitted for Underground Structures allowing 3 weeks for comments.

D6.4 Advance all aspects of the work to the detailed design level as described in Appendix A, Section 6, in addition to preparing the tender documents for posting.

D7. CONTRACT ADMINISTRATION

- D7.1 Contract Administration Services are defined in Appendix A, Section 7.
- D7.2 Notify area stakeholders in advance of the construction work and any planned sidewalk closures that may affect them.
- D7.3 The construction period is expected to extend for approximately twelve (12) weeks. During this time, a continuous observation of sensitive and critical works is required. Six (6) weeks part time and six (6) weeks full time can be assumed for the resident inspection for a total of 360 hrs.
- D7.4 Daily inspection of the project site should be performed if and when warranted by the nature of work underway, rate of progress, and for acceptance of work items at critical points.
- D7.5 Conduct a quality assurance material testing program during construction. Proponent shall include an estimated budget for materials testing during construction in their proposal, which is a Type 2 Disbursement. The quality assurance material testing program should confirm the quality control testing undertaken by the Contractor as required by the construction specifications for the work.
- D7.6 The Consultant shall submit a written Monthly Status Report to the City's project manager during design and construction phases. The status reports shall include:
- (a) Progress on tasks since previous report;
 - (b) Planned accomplishments for the next period;
 - (c) Project schedule update;
 - (d) Project budget update;
 - (e) List concerns, potential problems, risks, etc, for the project.

D8. POST-CONSTRUCTION SERVICES

- D8.1 Post-Construction Services are defined in Appendix A, Section 8.
- D8.2 The Consultant shall submit record drawings within three months of Substantial Performance of the construction contract, including 2 bound sets of 11x17 paper prints, PDF's of the entire set and of individual drawings, and AutoCAD files of individual drawings.
- D8.3 The Consultant shall submit a CD or DVD of electronic copies of photographs.
- D8.4 The Consultant shall submit 2 hard copies and 1 PDF copy of a final construction report within three months of Substantial Performance of the latest construction contract, including:
- (a) Summary report – a brief (three to five page) report comprising of:
 - Introduction – description/summary of scope, time, and cost of project
 - Tender/Award – bids received and award recommendation
 - Construction - description of the scope of works, key issues that arose and resolutions, changes, final or projected final construction cost
 - (b) Appendices:
 - Photographs - typical pre-construction, during construction, and post-construction photographs
 - Cost summary
 - Tabulation of tenders
 - Change orders
 - Summary of progress payments
 - Final progress payment
 - Contract schedule
 - Subcontractor list

- Daily or weekly reports
- Meeting minutes
- Shop drawings/submittals
- Instructions
- Contractor request for information & responses
- Material test reports
- Guarantees
- Certificates of substantial and total performance
- Record drawings

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 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.

D10. SAFE WORK PLAN

D10.1 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.

D10.2 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>

D11. INSURANCE

D11.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D11.2 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, Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other

Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.

- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$2,000,000 per claim and \$2,000,000 in the aggregate.

- D11.2.1 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.
- D11.3 The policies required in D11.2(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.
- D11.4 The Consultant shall require any Consultants hired to perform geotechnical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D11.2(a) and D11.2(b).
- D11.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D11.2(a) and D11.2(c).
- D11.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D11.9.
- D11.7 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.
- D11.8 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.
- D11.9 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

D12. COMMENCEMENT

- D12.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D12.2 The Consultant shall not commence any Services until:
 - (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) Safe work plan specified in D10; and
 - (iii) evidence of the insurance specified in D11.
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
 - (c) The direct deposit application specified in D16.1
- D12.3 The City intends to award this Contract by April 13, 2022.

D13. CRITICAL STAGES

- D13.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Submission of a draft preliminary investigation memo for City review by May 16, 2022.
 - (b) Request for Tender documents ready for posting to the City of Winnipeg Bid Opportunity web site no later than July 4, 2022.
- D13.2 Further to C1.1(uu), Total Performance for this Contract will be after the issuance of the Certificate of Acceptance for the construction contract which is typically:
- (a) two (2) years from the Total Performance date of reconstruction and new construction projects; and
 - (b) One (1) year from the Total Performance date for all other construction projects.

D14. COVID-19 SCHEDULE DELAYS

- D14.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the **Services** shall be performed by the Consultant with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Project Manager.
- D14.2 If the Consultant is delayed in the performance of the **Services** by reason of the COVID-19 pandemic, the **Services** schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D14.3 A minimum of seven (7) Calendar Days prior to the commencement of **Services**, the Consultant shall declare whether COVID-19 will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of material or work by others.
- D14.4 For any delay related to COVID-19 and identified after **Services** have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D14.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D14.5 The **Services** schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Project Manager.
- D14.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Project Manager, shall be documented in accordance with C8.

MEASUREMENT AND PAYMENT

D15. INVOICES

- D15.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed. to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
- Facsimile No.: 204-949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D15.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;

- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Consultant's GST registration number.

D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16. PAYMENT

D16.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

THIRD PARTY AGREEMENTS

D17. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D17.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.

D17.2 Further to D17.1, in the event that the obligations in D17 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.

D17.3 For the purposes of D17:

- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D17.4 Modified Insurance Requirements

D17.4.1 If not already required under the insurance requirements identified in D11, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.

D17.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

D17.4.3 Further to D11.6 insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D17.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D17.5 Indemnification by Consultant

- D17.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D17.6 Records Retention and Audits
- D17.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D17.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D17.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.
- D17.7 Other Obligations
- D17.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D17.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D17.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.
- D17.8 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES – ENGINEERING

The City of Winnipeg
Revision: 2012-01-19

DEFINITION OF PROFESSIONAL CONSULTANT SERVICES – ENGINEERING

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DEFINITION OF PROFESSIONAL CONSULTANT SERVICES – ENGINEERING

1. DEFINITIONS

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

2. INTRODUCTION

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

3. GENERAL REQUIREMENTS OF PROFESSIONAL ENGINEERS

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

4. PROFESSIONAL ENGINEERING SERVICES – ADVISORY SERVICES

- 4.1 Advisory services have been referred to by the City of Winnipeg as “Type 1 Services”
- 4.2 Advisory services are normally not associated with or followed by preliminary design and/or design services.
- 4.3 Advisory services include, but are not limited to:

4.4 Expert Testimony;

- a) Appraisals;
- b) Valuations;
- c) Rate structure and tariff studies;
- d) Management services other than construction management;
- e) Feasibility studies;
- f) Planning studies;
- g) Surveying and mapping;
- h) Geotechnical investigations;
- i) Hydrological investigations;
- j) Safety audits;
- k) Value engineering audits;
- l) Inspection, testing, research, studies, or reports concerning the collection, analysis, evaluation; and
- m) Interpretation of data and information leading to conclusions and recommendations based upon specialized engineering experience and knowledge.

5. PROFESSIONAL ENGINEERING SERVICES – PRELIMINARY DESIGN

- 5.1 Preliminary Design services have been referred to by the City of Winnipeg as “Type 2 Services”
- 5.2 Engineering services for preliminary design normally precede the detailed design of a Project.
- 6.1 Preliminary design services include, but are not limited to:
 - a) Preliminary engineering studies;
 - b) Engineering investigations;
 - c) Surface and subsurface site explorations, measurements, investigations, and surveys;
 - d) Operational studies including drainage studies, traffic studies, and noise attenuation;
 - e) Functional planning;
 - f) Formal and/or informal consultations with stakeholders and/or the general public
 - g) Physical, economical (capital and operating) and environmental studies including evaluation, comparison, and recommendation regarding alternative preliminary designs;
 - h) Special applications to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto and appearance before same in support of the application;
 - i) Identification of the necessary authorizations from regulatory authorities and/or public agencies and determination of any related impacts and/or risks to the Project;
 - j) Coordination with all the utilities including (but not limited to) hydro, telephone, gas, telecoms, fibre optics, traffic signals and other City or developer works with respect to location, relocation, construction and/or reconstruction;
 - k) Preparation and submission of a report and appropriate drawings to the Project Manager, fully documenting data gathered, explaining adequately the assessment made, stating with clarity the resulting conclusions, and containing all recommendations which are relevant to this stage of Project implementation.

6. PROFESSIONAL ENGINEERING SERVICES – DETAILED DESIGN

- 6.1 Detailed Design services have been referred to by the City of Winnipeg as “Type 3 Services”

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

7. PROFESSIONAL ENGINEERING SERVICES – CONTRACT ADMINISTRATION

- 7.1 Contract Administration services have been referred to by the City of Winnipeg as “Type 4 Services”
- 7.2 Engineering services for Contract Administration are associated with the construction of a Project and include the office and field services required to ensure the execution of the Project in accordance with the intent of the City and in conformance with the particulars of the drawings and specifications.
- 7.3 Engineering services for Contract Administration can be generally divided into NON-RESIDENT and RESIDENT services.
- 7.4 NON-RESIDENT Contract Administration services include but are not limited to:
 - (a) Consultation with and advice to the Project Manager during the course of construction;
 - (b) Review and acceptance of shop drawings and other submissions supplied by the construction contractor or supplier to ensure conformance with the drawings and specifications;
 - (c) Review and report to the Project Manager upon laboratory, shop and other tests conducted upon materials and/or equipment placed or installed by the construction contractor to ensure conformance with the drawings and specifications;
 - (d) Acceptance of and/or recommendations for alternate materials and methods, subject to the approval of the Project Manager;

- (e) Provision to the Project Manager of a complete, current monthly Project status report;
- (f) Provision to the Project Manager a current update of revised construction contract-end cost estimate on a monthly basis, or more frequently if necessary, with explanation and justification of any significant variation from the preceding construction contract-end cost projection;
- (g) Definition and justification of any changes to the construction contract for review by the Project Manager;
- (h) Supplying the Project Manager with a copy of all significant correspondence relating directly or indirectly to the Project, originating from or distributed to, parties external to the Consulting Engineer, immediately following receipt or dispatch;
- (i) Provision of adequate and timely direction of field personnel by senior officers of the Consulting Engineer;
- (j) Establishment prior to construction and submission to the Project Manager of written and photographic records of, and assessment of the physical condition of the project site and the properties, buildings, facilities, and structures adjacent to the project site sufficient to equip the Consulting Engineer to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages thereto arising from the Project;
- (k) Arranging and attending pre-construction meetings and on-site or off-site review meetings, including representatives of the construction contractor, the Project Manager, and other technical stakeholders as applicable;
- (l) The preparation and submission of:
 - i. a detailed design notes package including items such as structural, geotechnical, hydraulic and heating, air-conditioning and ventilation design calculations; mechanical and electrical design calculations related to process equipment and building services; process design calculations; and instrumentation and process control design calculations;
 - ii. approved related shop drawings and equipment process manuals all within one (1) month of completion of each separate installation construction contract required to complete the works.

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

- a) Provision of qualified resident personnel – acceptable to the Project Manager – present at the Project site to carry out the services as specified below:
 - i. inspection of all pipe prior to installation;
 - ii. inspection and acceptance of excavation for, and full time inspection at the time of bedding placement, pipe laying and backfilling in respect of installation of watermains, land drainage sewers, and wastewater sewers;
 - iii. inspection of installation of all connections to watermains, sewers, manholes, valves, hydrants or house services, and excavation and/or exposing of all underground services, structures, or facilities;
 - iv. inspection of all excavations to determine soil adequacy prior to installation of base and subbase courses for sidewalks, public back lanes, and street pavements;
- b) Further to 7.5a), full time inspection will require assignment of qualified resident personnel – acceptable to the Project Manager – to each specific location when the referenced work is being undertaken by the construction contractor:
 - i. full time inspection and/or testing of watermains and sewers;
 - ii. full-time inspection during pavement placement; during finishing of public sidewalks and public lanes and/or street pavements
 - iii. full-time inspection during construction of bridge infrastructure and other structural works.

- c) Conduct detailed inspection of construction sufficient to ensure that the construction carried out by the construction contractor conforms to the drawings and specifications;
- d) Co-ordination and staging of all other works on the Project site including traffic signal installations, hydro, telephone, and gas utility work, railway work forces and/or other City or developer work;
- e) With approval of the Project Manager, provision of notice to adjacent residents and businesses of those stages of construction of the Project that will interrupt public services or access thereto, sufficiently in advance of same to permit preparation therefore;
- f) Enforcement of construction contractor conformance with the City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City Streets and with reasonable standards of safety for motorists and pedestrians;
- g) Provision of reference line and elevation to the construction contractor and checking upon the construction contractor's adherence thereto;
- h) Representation of the City to the local residents and businesses and other inquiries in a professional manner, with responsible and prompt reaction to requests, minimizing impact and/or disruption of the Project to the extent possible;
- i) Arranging for and carrying out of testing of materials utilized by the construction contractor to ensure conformance with the drawings and specifications;
- j) Measurement, calculation, preparation, certification, and prompt submission of progress estimates to the Project Manager for payment to the construction contractor for construction performed in accordance with the drawings and specifications;
- k) Arrange, attend and prepare and distribute records of and minutes for, regularly held on-site or offsite Project review meetings including representatives of the construction contractor and the City;
- l) Promptly report any significant and unusual circumstances to the Project Manager;
- m) Promptly arrange for and conduct a detailed final inspection of the Project with the construction contractor and the Project Manager prior to commencement of the period of contractor warranty specified in the construction contract for the Project, and providing to the Project Manager in written form an appropriate recommendation for commencement of the warranty period for the constructed or partially constructed Project;
- n) Act as Payment Certifier and administer all construction contracts as required under the Builder's Liens Act of Manitoba;
- o) Keep a continuous record of working days and days lost due to inclement weather during the course of construction contract works;

8. PROFESSIONAL ENGINEERING SERVICES – POST CONSTRUCTION SERVICES

- 8.1 Engineering Services in the post-construction phase of a Project are associated with the completion and close-out of the Project and generally considered part of Contract Administration (Type 4) Services.
- 8.2 The Consulting Engineer is required to provide post-construction services including but not limited to:
 - a) Preparation of a Certificate of Substantial Performance in the standard City of Winnipeg format
 - b) Preparation of a Certificate of Total Performance in the standard City of Winnipeg format
 - c) Provision of inspection services during the warranty period of the construction contract;

- d) Provision of inspection services for maintenance (paid) items within the warranty period of the construction contract;
- e) Coordination of a detailed inspection of the Project with the construction contractor and the Project Manager prior to the end of the period of construction contract warranty specified in the construction contract for the Project;
- f) Prompt resolution of:
 - i. deficiencies in design
 - ii. outstanding construction contract warranty issues
- g) Submission of a final construction report within three (3) months of the Substantial Performance date of the construction contract, including final or projected final construction contract costs;
- h) Provision of record drawings, within three (3) months of Substantial Performance date;
- i) Preparation of a Certificate of Acceptance in the standard City of Winnipeg format.

9. PROFESSIONAL ENGINEERING SERVICES – ADDITIONAL SERVICES

9.1 Additional Services have been referred to by the City of Winnipeg as “Type 5 Services”

9.2 Additional services are Consulting Engineering services that fall outside those described above and may or may not be associated with a construction project, but are not in place of or in substitution for those services elsewhere specified in the *Definition of Professional Consultant Services – Engineering*, with respect to other types or categories of Services.

9.3 Engineering Services called Additional Services include but are not limited to:

- a) Revision of completed, or substantially completed, drawings and/or specifications that were in conformance with the original intent of the City or had been accepted by the Project Manager;
- b) Preparation of operating manuals and/or training of operating personnel;
- c) Start-up and/or operation of operating plants;
- d) Procurement of materials and equipment for the City;
- e) Preparation for and appearance in litigation on behalf of the City;
- f) Preparation of environmental studies and reports and presentation thereof in public hearings;
- g) Preparation and submission to the Project Manager, final quantities and dimensional measurements which the City requires for assessment of Local Improvement Levies within one (1) month of Project completion.