



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 293-2022

**PROFESSIONAL CONSULTING SERVICES FOR CREEK BEND ROAD BRIDGE
REPLACEMENT**

TABLE OF CONTENTS

PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form P: Person Hours

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Proposal Submission	2
B7. Proposal (Section A)	3
B8. Fees (Section B)	3
B9. Experience of Proponent and Subconsultants (Section C)	4
B10. Experience of Key Personnel Assigned to the Project (Section D)	5
B11. Project Understanding and Methodology (Section E)	5
B12. Project Schedule (Section F)	5
B13. Disclosure	6
B14. Conflict of Interest and Good Faith	6
B15. Qualification	7
B16. Opening of Proposals and Release of Information	8
B17. Irrevocable Offer	8
B18. Withdrawal of Offers	8
B19. Interviews	9
B20. Negotiations	9
B21. Evaluation of Proposals	9
B22. Award of Contract	10

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Project Manager	1
D3. Introduction and Background	1
D4. Scope of Services	1
D5. General Requirements and Project Management	3
D6. Accessible Customer Service Requirements	4
D7. Preliminary Design	5
D8. Detailed Design	7
D9. Contract Administration	8
D10. Post-Construction Services	8
D11. Stakeholder Relations and Targeted Stakeholder Consultation	9

Submissions

D12. Authority to Carry on Business	9
D13. Safe Work Plan	10
D14. Insurance	10

Schedule of Services

D15. Commencement	11
D16. Critical Stages	11
D17. COVID-19 Schedule Delays	11

Measurement and Payment

D18. Invoices	12
---------------	----

D19. Payment	12
Third Party Agreements	
D20. Funding and/or Contribution Agreement Obligations	12

**APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES – ENGINEERING –
PUBLIC WORKS**

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR CREEK BEND ROAD BRIDGE REPLACEMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 18, 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 will not be regulated, except that:
- (a) The number of pages is limited to thirty (30), including Section B through F as well as all tables, drawings, photos, etc. Form A, Form P, the Project Schedule, proposal title page, cover letter, and table of contents will not count towards the page limit.
 - (b) All pages should be of size 8.5" x 11", except drawings, tables and schedules, which can be 11" x 17". When used where permitted, 11" x 17" pages will count as a single page.
 - (c) Font, type size, and spacing may be selected by the proponent and should be reasonably similar to or larger than 11-point Arial font, single spaced.
 - (d) 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 the following phases identified in D4 Scope of Services.
- (a) Preliminary Design (D7)
 - (b) Detailed Design (D8)
- 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 (D9) 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 (D10).

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 a Type 1 Disbursement.

B8.6 The Fee Proposal shall not include costs for the following:

(a) Geotechnical investigations as per D7.4.

(b) Hydroexcavation

(c) Stakeholder Information Materials and related costs as per D11.

(d) Materials testing during construction.

B8.6.1 Proponents shall submit a budget estimate for the cost of the exclusions listed in B8.6 in their proposal. For Contract Award, an allowance may be added to the evaluated Fee Proposal to cover these costs. Costs for allowances shall be incurred on an actual-cost basis, with proponent-markup of up to 5% for handling charges.

B8.6.2 For greater clarity, for those exclusions listed in B8.6, 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 Total Evaluated Fee Proposal.

B8.6.3 For the purposes of the budget estimate for geotechnical investigations, the following should be included in the budget estimate and excluded from the Total Evaluated Fee Proposal: site access for drilling equipment, on-site observation, soil sampling, laboratory testing, sample transport, and instrument installation and monitoring.

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).

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 providing professional consultant services; design, management of the project and contract administration services on three projects of similar complexity, scope and value. For each project listed in, the Proponent should submit a description of the project; role of the consultant; project's original contracted cost and final cost; design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately); project owner; and reference information (two current names with telephone numbers 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. Identify the following Key Personnel assigned to the Project: project manager; project advisor, 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 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, proponent's project manager, 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 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 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; reference information (one current name with telephone numbers per project).

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B11.2 Proposals should address: the team's understanding of the broad functional and technical requirements; the team's understanding of the urban design issues; the proposed Project budget; the project schedule; and any other issue that conveys your team's understanding of the Project requirements.

B11.3 Describe your firm's methodology. Methodology should be presented in accordance with the Scope of Services identified in D4, the City's Project methodology with respect to the information provided within this RFP, and the City's Project Management Manual and Templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>;

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 in accordance with B11.4. A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>.

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.

B12.3 Proponents should include a discussion of the project schedule which outlines their understanding of: schedule constraints on design and construction activities; regulatory approval timelines and regulatory constraints on work activities; tender preparation, advertising, and award periods; the general sequence and staging of the work; the importance of meeting the critical date that the new crossing structure and roadway must be opened to traffic.

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) N/A

B13.3 Additional Material:

(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 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; 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 <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;
- (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;
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B15.4 and D5).

B15.4 Further to B15.3(f), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B15.5 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.

B15.6 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)
- (c) Fees; (Section B) 20%
- (d) Experience of Proponent and Subconsultant; (Section C) 15%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
- (f) Project Understanding and Methodology (Section E) 30%
- (g) Project Schedule. (Section F) 10%

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 D4.7.

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 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.
- B22.9 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:
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.

D3. INTRODUCTION AND BACKGROUND

D3.1 General

- (a) 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.
- (b) On May 26, 2022, Council approved funding for the replacement of the Creek Bend Road Bridge.
- (c) Refer to [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20220526\(RM\)C-104](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20220526(RM)C-104) for background to the project.
- (d) Refer to [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20220406\(RM\)PW-68](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20220406(RM)PW-68) for background on Creek Bend Road south of the Seine River.
- (e) Refer to [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20211125\(RM\)C-69](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=M20211125(RM)C-69) for background related to development at 180 Creek Bend Road.

D3.2 This project consists of the following primary elements:

- (a) Replacement of the existing timber bridge on Creek Bend Road over the Seine River with a new crossing structure.
- (b) Reconstruction of Creek Bend Road from the bridge to a point approximately 50 m to the south (where Creek Bend Road currently transitions from a concrete pavement to a granular pavement).
- (c) Reconstruction of Creek Bend Road from the bridge to the north using asphalt pavement, a distance as may be required to connect the new crossing structure back into the existing Creek Bend Road.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of Professional Consulting Services in general accordance with Appendix A and the following:

- (a) Compliance with D5 throughout the project;
- (b) Preliminary Design;
- (c) Detailed Design including preparation of Construction Contract Documents (tender);

- (d) Contract Administration Services; and,
- (e) Post-Construction Services.

D4.1.1 The Services 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.

D4.2 The following shall apply to the Services:

- (a) Universal Design Policy;
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=3604>
- (b) City of Winnipeg Writing Style Guide and Brand Standards;
- (c) Best Management Practices Handbook for Activities In and Around the City's Waterways and Watercourses; <https://www.winnipeg.ca/ppd/CityPlanning/Riverbank/default.stm>
- (d) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
- (e) City of Winnipeg's Transportation Standards Manual (latest version available);
- (f) Transportation Master Plan 2011;
<https://winnipeg.ca/publicworks/transportation/pdf/transportationMasterPlan/2011-11-01-TTRWinnipegTMP-Final-Report.pdf>
- (g) Transportation Master Plan 2050 (ongoing), refer to winnipeg.ca/tmp2050;
- (h) Winnipeg Transit Master Plan (2021), as adopted by Council on April 29, 2021;
<https://winnipegtransit.com/en/major-projects/transit-master-plan>
- (i) City of Winnipeg's Accessibility Design Standards (latest edition);
http://winnipeg.ca/ppd/Universal_Design.stm
- (j) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009);
- (k) City of Winnipeg's Tree Removal Guidelines (latest edition);
- (l) The current edition of The City of Winnipeg Standard Construction Specifications;
- (m) Winnipeg Pedestrian and Cycling Strategies; <http://walkbike.winnipeg.ca>
- (n) Current and best practices in pedestrian and cycling infrastructure design;
- (o) Canadian Highway Bridge Design Code, CSA S6 (latest edition);
- (p) Ontario Structures Inspection Manual (OSIM), latest edition;
- (q) City of Winnipeg's Project Management Manual and associated templates and processes;
<http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2>
- (r) City of Winnipeg's Investment Planning Manual and associated templates and processes;
<http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2>
- (s) City of Winnipeg Zoning By-law (200/2006);
- (t) The Accessibility for Manitobans Act; and
http://www.accessibilitymb.ca/pdf/accessibility_for_manitobans_act.pdf

D4.3 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, Water and Waste Department, Land

Drainage and Flood Protection, Planning Property & Development, Real Estate, Urban Design, Insurance, Legal Services, Materials Management, Corporate Communications, and the Office of Public Engagement.

- D4.4 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.
- D4.5 Unless otherwise specified below, Appendix A – Definition of Professional Consultant Services – Engineering – Public Works shall be applicable to the provision of Professional Engineering services provided.
- D4.6 General requirements shall be as follows.
- (a) Provide comprehensive engineering services as required, including but not limited to the requirements for all phases of the work as listed in D5, thru D11.
 - (b) Assume Working Days during Contract Administration may not be sequential depending on staging and sequencing of work. It may be advantageous to complete some elements of the new crossing structure in winter, and some elements in the summer concurrent with roadworks.
 - (c) The Project Budget for this component of the project is \$3,500,000 as adopted by Council on May 26, 2022.
 - (d) New crossing structure shall be available to public traffic by September 1, 2024.
 - (e) It may be assumed that complete closure of Creek Bend Road will occur during construction of the new crossing.
- D4.7 The funds available for this Contract, including any allowances for those items listed in B8.6 are \$400,000.00.

D5. GENERAL REQUIREMENTS AND PROJECT MANAGEMENT

- D5.1 The requirements stated herein shall apply to all phases of work.
- D5.2 Confirm the scope of work required using professional engineering judgement.
- D5.3 Provide comprehensive management of the Project. Monitor and maintain the same in a manner acceptable to the Project Manager.
- D5.4 Project Management, Quality Control / Quality Assurance
- (a) Prepare and facilitate a Project Chartering session to produce a Project Charter and a Project Management Plan at project commencement. Update the Project Management Plan on an as-required basis.
 - (b) Coordinate with all stakeholders throughout the project. The City will establish a Project Steering Committee.
 - (c) A list of key meetings with dates should be included in the Proposal.
 - (d) Consultant shall hold other meetings as required and as needed, and as a minimum, on a bi-weekly basis, to ensure that the City Project Manager is up to date on all issues and the progress of the Project.
 - (e) Prepare minutes of all meetings conducted for the project record.
 - (f) Implement QC / QA program during the course of the project.
- D5.5 Monthly Status Reports

- (a) The Consultant shall submit a written Monthly Status Report every month to the City Project Manager during the course of the project. The status reports shall include:
 - (i) Progress on tasks since previous report;
 - (ii) Planned accomplishments for the next period;
 - (iii) Project schedule update;
 - (iv) Project budget update; and
 - (v) List concerns, potential problems, risks, etc., for the project. Create Risk Management Plan for the project and keep it current throughout the project.

D5.6 Information Provided by the City

- (a) The following information will be provided to upon request to the Project Manager:
 - (i) As-built drawings of existing structures and works where available.
 - (ii) Existing technical reports and memos where available.
 - (iii) Existing HEC-RAS model for the Seine River.
- (b) The following information will be supplied to the successful proponent upon their request:
 - (i) Underground Structures Records within the study area.
 - (ii) Property lines and City Services in CAD format.
 - (iii) Aerial photography.

D5.7 Cost Estimates

- (a) Produce cost estimates using the City of Winnipeg – Basis of Estimate template, to be supplied by the City.
- (b) Cost estimates prepared for preliminary designs shall be to a Class 3 level of accuracy.
- (c) Cost estimates prepared for prior to advertising tender documents shall be to a Class 1 (engineer's estimate) level of accuracy.
- (d) Use the Class of Estimate template provided by the City to confirm any class of estimate produced by the proponent meets City expectations.

D6. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D6.1.1 The Consultant agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D6.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D6.2 The work associated with this section shall be considered incidental to the work.

D7. PRELIMINARY DESIGN

D7.1 General

- (a) 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.
- (b) Provide recommendations related to traffic staging, detours, truck route detours, pedestrian detours, and others as required to confirm the feasibility of the proposed traffic staging plans.

D7.2 Survey

- (a) Perform a topographic and bathymetric survey of the study area sufficient to complete the preliminary and detailed design of all components.

D7.3 Hydraulics

- (a) Perform a hydraulic investigation to determine the appropriate size and type of hydraulic opening for the new crossing structure. Consult with the Water & Waste Department – Land Drainage and Flood Protection Branch, Planning Property and Development – Riverbank Management Engineer, and the Province of Manitoba to confirm requirements and acceptability.
- (b) Confirm all channel shaping and erosion protection requirements.
- (c) Provide updated HEC-RAS model with the final design scheme for the proposed crossing structure crossing to the City for review and records.

D7.4 Geotechnical

- (a) Perform a geotechnical investigation sufficient to complete preliminary and detailed design of the replacement crossing structure, and complete design of the recommended alternative. Obtain subsurface information to support design of approach roadway pavements.
- (b) 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.
- (c) Perform creek bank slope stability analysis in the vicinity of the proposed crossing within the Creek Bend Road right-of-way as necessary to satisfy the requirements of the City of Winnipeg Waterways Permit, and develop the preliminary design for any required creek bank or slope improvement measures. Provide geotechnical recommendations for foundations and any other works associated with the project.

D7.5 Utilities

- (a) 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 hydro-excavation if necessary to confirm location data and resolve conflicts. In consultation with the proper authority and the City of Winnipeg provide recommendations regarding accommodation of utilities which may be in conflict with the proposed works. Fees for hydroexcavation shall not be included in the Fee Proposal. A hydroexcavation program may be proposed and an estimated budget provided separately from the Fee Proposal. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.
- (b) Coordinate with Manitoba Hydro to include street lighting into the design and construction. Assume that a portion of street lighting works will be included in the general construction contract for the project.

D7.6 Regulatory Requirements

- (a) The Seine River is a Provincial Waterway and the work may require approval by the Province.
- (b) The Seine River is classified as a Type A – complex fish habitat with indicator species by Fisheries and Oceans Canada (DFO).
- (c) Transport Canada is likely to consider the Seine River to be navigable at this location.
- (d) The Seine River is a designated City of Winnipeg Waterway and a permit under Bylaw 5888/92 will be required.
- (e) The existing timber bridge has treated wood components. Confirm appropriate removal and disposal of treated wood components and adjacent soils with Manitoba Environment, Climate and Parks. Satisfy reporting requirements.
- (f) Determine all other regulatory requirements which may apply to the project.
- (g) Collect all data, perform site investigations and analysis 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.

D7.7 Landscaping

- (a) Develop a landscaping plan for the project including a potential pathway seating node in the vicinity of the proposed works.
- (b) Work with City of Winnipeg Public Works Department, Parks and Open Spaces Division, Naturalist Services Branch to confirm any proposed naturalization works.

D7.8 Crossing Structure Works

- (a) The City's anticipated structure cross section is described as follows (west to east):
 - (i) 0.3 m wide curb to support aluminum pedestrian handrail appropriate for pedestrians and cyclists.
 - (ii) 2.5 m clear width mixed-use sidewalk.
 - (iii) 425 mm wide by 813 mm high single slope concrete barrier
 - (iv) 0.9 m shy distance to face of barrier
 - (v) 3.5 m southbound lane
 - (vi) 3.5 m northbound lane
 - (vii) 0.9 m shy distance to face of barrier
 - (viii) 425 mm wide by 813 mm high single slope concrete barrier
 - (ix) Total anticipated out-to-out width = 12.45 m
- (b) The City's preferred and anticipated structure type is similar to the Province of Manitoba's standard precast prestressed concrete channel (PPCC) bridge type, with the addition of a cast in place concrete deck and barriers, described as follows:
 - (i) Substructure: driven steel pile foundations / intermediate bents, and precast or cast-in-place concrete abutments. No concrete piers.
 - (ii) Superstructure: three span (approximately 12m – 12m – 12m) simply supported spans with precast prestressed concrete girders (likely channel or box girders) with 125 mm thick cast-in-place concrete composite deck monolithic with girder end block, precompressed expanding foam joint sealants, waterproofing and asphalt wearing surface.
 - (iii) Approaches: cast-in-place concrete approach slab supported by girder end block, possible concrete roadway transition slab with pavement expansion joint to transition to new roadway pavement (south side) and asphalt pavement transition to gravel road (north side), and appropriate approach guardrail treatments.
- (c) The structure cross section, structure type, material type, and element selection described above are preliminary only and subject to change based on analysis by the consultant.
- (d) The crossing shall be capable of supporting CL-625 design load in accordance with the Canadian Highway Bridge Design Code, CSA S6 (latest edition), with a 75 year design life.

- (e) 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.
- (f) Complete preliminary design of all crossing structure components.

D7.9 Road and Pathway Works

- (a) Complete preliminary design of:
 - (i) Reconstruction of Creek Bend from the new crossing structure's south approach / transition slab to connect to existing concrete pavement approximately 50 m south of the existing bridge;
 - (ii) Sidewalks on both sides of Creek Bend Road from the new crossing structure south to connect to the existing sidewalk located at the Creek Bend Road connection to St. Anne's Road. Refer to D3.1(d).
 - (iii) Reconstruction of Creek Bend Road in asphalt pavement from the new crossing structure's north approach to tie-in to the existing gravel road. This approach shall be in service until such time future development in the area may warrant hard-surfacing or reconstruction of the remainder of the road (by others).
- (b) The existing Bois-des-Esprits Path that runs along the west side of the Seine River will require an at-grade crossing of Creek Bend Road south of the existing bridge, and compatible future connection into the property located at 180 Creek Bend Road and associated public reserve. Refer to D3.1(e).
- (c) Road reconstruction shall include urbanization of the cross section and provide appropriate land drainage elements.

D7.10 Confirm all property impacts if required, both temporary and permanent in nature.

D7.11 Determine the most cost-effective construction schedule, sequence, and staging that achieves the required in-service date of September 1, 2024.

D7.12 Preliminary Design Report

- (a) Prepare and submit a preliminary design report outlining 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 estimates, traffic management plan during construction, risk assessment, proposed construction schedule, and stakeholder relations feedback. The preliminary design report shall document all the findings of the preliminary design study. Four (4) hard copies along with an electronic PDF version properly bookmarked of the final report shall be submitted.
- (b) A draft report is to be submitted. The review period will be two (2) weeks. The report is to be finalized after incorporating feedback from the City Project Manager.

D8. DETAILED DESIGN

D8.1 Detailed Design Services as defined in Appendix A shall include but not be limited to:

- (a) Advance all elements of the work to detailed design and prepare a Bid Opportunity (or Bid Opportunities) to advance the work to construction.
- (b) Obtain any regulatory approvals that may be necessary. Permit fees for regulatory approvals shall not be included in the Fee Proposal. The City will pay these charges to the regulatory body directly. Applications to regulators shall be submitted by the consultant on behalf of the City.
- (c) Include all services required to award a Contract to the successful bidder.

D8.2 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 2 weeks for review. Drawings shall be submitted for Underground Structures allowing 6 weeks for comments.

- (a) Consultant shall be responsible for preparation of reinforcing steel bar lists and schedules. The Contractor responsible for construction shall supply and install reinforcing steel in the lengths and shapes as indicated on the Drawings. No substitutions of bars or changes on the Drawings will be allowed without prior acceptance of the Contract Administrator.

D8.3 The consultant shall continue to submit a written Monthly Status Report to the City's project manager during Detailed Design.

D9. CONTRACT ADMINISTRATION

D9.1 Contract Administration Services are defined in Appendix A.

D9.2 NON-RESIDENT Contract Administration Services as defined in Appendix A necessary to complete works of the project shall be provided.

D9.3 RESIDENT Contract Administration Services as defined in Appendix A necessary to complete works of the project shall be provided. In accordance with Clause 7.5 of Appendix A, full-time inspection is required for the inspection of the new crossing structure and approach roadway infrastructure. Fee estimates shall be based on 90 working days, 8 hours per day.

D9.4 Include part-time plant inspection for girder fabrication quality assurance. Assume girders to be fabricated locally. Assume 10 girder fabrication inspections for quality assurance purposes, each 4 hours in duration (including travel time).

D9.5 Fees for material testing during construction shall not be included in the Fee Proposal. Proposals should include a budget estimate for materials testing expenses during construction. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.

- (a) For crossing structure components, consultant shall provide quality assurance testing, and the Contractor responsible for construction shall be responsible for quality control testing.
- (b) For any work being performed in accordance with City of Winnipeg Standard Specifications, the consultant's and contractor's materials testing responsibilities shall be as defined therein.

D9.6 Survey and Construction Layout

- (a) For crossing structure works, provide basic centerline and elevations. Construction layout will be the responsibility of the Contractor. Consultant shall perform quality assurance check during construction.
- (b) For roadworks, consultant shall provide construction layout.

D10. POST-CONSTRUCTION SERVICES

D10.1 Post-Construction Services are defined in Appendix A.

D10.2 The Consultant shall submit record drawings within three months of Substantial Performance of each 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. Provide digitally authenticated drawings in PDF format.

- (a) Submission of record drawings relating to assets and infrastructure managed by the Water and Waste Department shall be prepared and submitted in accordance with the WWD CAD/GIS Standards (latest edition).

D10.3 The Consultant shall submit a CD or DVD of electronic copies of photographs.

D10.4 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) 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
- (b) Appendices
- (i) Photographs - typical pre-construction, during construction, and post-construction photographs
 - (ii) Cost summary
 - (iii) Tabulation of tenders
 - (iv) Change orders
 - (v) Summary of progress payments
 - (vi) Final progress payment
 - (vii) Contract schedule
 - (viii) Subcontractor list
 - (ix) Daily or 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

D11. STAKEHOLDER RELATIONS AND TARGETED STAKEHOLDER CONSULTATION

- D11.1 Develop and execute, in consultation with the City, a comprehensive plan to dialogue with, and inform stakeholders about, the project. This targeted stakeholder consultation program should include identification of stakeholders, coordination of meetings with the stakeholders, and coordination and development of materials required for the consultation. No public events are anticipated for this project.
- D11.2 City review of materials presented to external stakeholders requires time. The Consultant shall ensure adequate time is accounted for in the Project schedule.
- (a) The anticipated review period for materials will be minimum two weeks prior to distribution.
 - (b) Following review, the translation of final public materials (if required) should be allocated at least one week to complete. Translation services will be provided by the City.
- D11.3 The non-exhaustive list of anticipated stakeholders includes:
- (a) Adjacent landowners
 - (b) Area businesses and residents occupying properties on Creek Bend Road, Sioux Road West (north of Aimes Road), and Melnick Road.
 - (c) Save Our Seine River Environment Inc.

SUBMISSIONS

D12. AUTHORITY TO CARRY ON BUSINESS

- D12.1 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.

D13. SAFE WORK PLAN

D13.1 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.

D13.2 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>

D14. INSURANCE

D14.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D14.2 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 \$5,000,000 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 \$ 4,000,000 in the aggregate.

D14.2.1 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.

D14.3 The policies required in D14.2(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.

D14.4 The Consultant shall require any Consultants hired to perform geo technical 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 D14.2(a) and D14.2(b).

- D14.5 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 D14.2(a) and D14.2(c).
- D14.6 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 D14.9.
- D14.7 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.
- D14.8 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.
- D14.9 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

D15. COMMENCEMENT

- D15.1 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.
- D15.2 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 D12;
 - (ii) the Safe Work Plan specified in D13; and
 - (iii) evidence of the insurance specified in D14.
 - (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 D19.1
- D15.3 The City intends to award this Contract by September 1, 2022.

D16. CRITICAL STAGES

- D16.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) New crossing structure and roadway available to public traffic by September 1, 2024.

D17. COVID-19 SCHEDULE DELAYS

- D17.1 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.
- D17.2 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.
- D17.3 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.

- D17.4 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 D17.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D17.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Project Manager.
- D17.6 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

D18. INVOICES

- D18.1 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
- D18.2 Invoices must clearly indicate, as a minimum:
- the City's purchase order number;
 - date of delivery;
 - delivery address;
 - type and quantity of work performed;
 - the amount payable with GST and MRST shown as separate amounts; and
 - the Consultant's GST registration number.
- D18.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D19. PAYMENT

- D19.1 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

D20. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D20.1 Funding for the Services of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.
- D20.2 For the purposes of D20:

- (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.

D20.3 Indemnification By Consultant

D20.3.1 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.

D20.4 Records Retention and Audits

D20.4.1 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.

D20.4.2 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 D20.4.1 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.

D20.5 Other Obligations

D20.5.1 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.

D20.5.2 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.

D20.5.3 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.

D20.5.4 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.