



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 236-2013

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR POLO
PARK INFRASTRUCTURE IMPROVEMENTS – ST. MATTHEWS AVENUE, ST. JAMES
STREET, ELLICE AVENUE**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR POLO PARK INFRASTRUCTURE IMPROVEMENTS – ST. MATTHEWS AVENUE, ST. JAMES STREET, ELLICE AVENUE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 24, 2013.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

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

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

B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.

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

B4. CONFIDENTIALITY

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

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

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

B5. ADDENDA

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
 - (b) Fees (Section B) in accordance with B8;
- B6.2 The Proposal should also consist of the following components:
- (a) Management Proposal (Section C) in accordance with B9;
 - (b) Technical Proposal (Section D), in accordance with B10;
 - (c) Project Schedule (Section E) in accordance with B11.
- B6.3 Further to B6.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B6.1 and B6.2.
- B6.6 The proposal should be presented in the Sections identified in B6.1 and B6.2 above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.7 Further to B6.5 and B6.6, the Proposal shall be no more than 20 pages, exclusive of the required forms. Failure to adhere to the page limitation may render the Proposal non-responsive. Only the first 20 pages of the Proposal will be evaluated. Anything included as an appendix will not be evaluated.
- B6.8 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B19.1(a).
- B6.9 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

- B6.10 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.11 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B6.12 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

- B7.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B8. FEES (SECTION B)

- B8.1 The Proposal shall include a Fixed Fee for D5 Project Planning and Preliminary Design.

- B8.2 Commencing prior to the completion of Project Planning and Preliminary Design, fees for D6 Detailed Design, D7 Contract Administration, and D8 Post Construction Services may be negotiated with the successful proponent at key stages.
- B8.3 Adjustments to Fees will only be considered based on increases or decreases 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 Fees shall include an allowance of up to 8% for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs included in B8.4. No other disbursements will be permitted.
- B8.6 The Fees shall include an allowance for other project costs for subconsultants and/or services such as materials testing, geotechnical sampling and analyses, and/or Underground Structures drawing acquisitions.
- B8.6.1 Further to D18.2(c)(ii), Fees may include an allowance of up to 5% for handling charges.
- B8.6.2 Further to B8.6, the Proposal should include a description of the assumed other project costs.
- B8.7 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. MANAGEMENT PROPOSAL (SECTION C)

- B9.1 Experience of Proponent and Subconsultant firms:
- (a) Proposals should describe the Proponent's and Subconsultant's experience, including:
- (i) 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;
 - (ii) details demonstrating the history and experience of the Proponent and Subconsultants in providing; planning, design, management of construction and contract administration services on projects of similar complexity, scope and value;
 - (iii) details demonstrating the Proponent's and Subconsultant(s)' experience relating to the Scope of Services identified for this project.
- B9.2 Experience and qualifications of key personnel assigned to the Project:
- (a) Proposals should include, in tabular form:
- (i) Names of key personnel assigned to all phases of the Project, who shall not be substituted without written permission from the Project Manager;
 - (ii) The experience and qualifications of the key personnel assigned to the Project including:
 - ◆ Job Title;
 - ◆ Educational background and degrees;
 - ◆ Professional affiliation;
 - ◆ Years of experience on projects administered for the City of Winnipeg;
 - ◆ Years of experience in current position; and
 - ◆ Years of experience in design and construction administration.

- (b) Roles of each of the key personnel in the Project should be identified in an organizational chart;
- (c) For each person identified, list the percentage of their time to be dedicated to the Project. Provide this information for each of the phases identified in D4 Scope of Services;
- (d) Proposals should include, for each person identified in B9.2(a)(i), a list of at least two projects comparable in complexity, scope and value; in which the person listed did comparable work and played a comparable role. Provide the following:
 - (i) Description of the project;
 - (ii) Role of the person;
 - (iii) Project owner;
- (e) Further to B9.2(d), and upon request of the Project Manager, the Proponent must be able to provide, for each person identified in B9.2(a)(i), two current references, including telephone numbers for each project listed.

B9.3 Proponent's project management approach:

- (a) Proposals should include a methodology describing the Proponent'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 the project:
 - (i) Describe the job function for each person and group of people so identified;
 - (ii) For Project Planning and Preliminary Design, provide time estimates by work activity and in total, including hourly rates for each person identified in B9.2(a)(i). For the other Services, provide hourly rates for each person identified in B9.2(a)(i).

B9.4 A sample spreadsheet is included in Appendix D to assist in providing information requested in the Management Proposal (Section C).

B10. TECHNICAL PROPOSAL (SECTION D)

B10.1 Proposals should address the technical deliverables and associated task requirements required by the Scope of Services. It should clearly identify and explain work activities and identify all assumptions and interpretations.

B10.2 Specifically, Proposals should describe:

- (a) The Proponent's practical understanding of the Project, specifically:
 - (i) The team's understanding of the broad functional and technical requirements;
 - (ii) The team's understanding of the urban design issues;
- (b) The Proponent's technical approach and methodology to complete the services;
- (c) The collaborative process/method to be used by the key design professionals of the team in the various design phases of the Project;
- (d) Any innovation to be used to perform the Scope of Services identified;
- (e) All activities and services to be provided by the City;
- (f) The deliverable(s) of the project;
- (g) Any assumptions made with respect to the deliverables and the Scope of Services.

B10.3 Methodology should be presented in accordance with the Scope of Services identified in D4, as well as in PART E - SPECIFICATIONS and Appendix A – Definition of Professional Consulting Services - Engineering.

B10.4 Details of the Scope of Services are provided in D3 to D8.

B11. PROJECT SCHEDULE (SECTION E)

- B11.1 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.
- B11.2 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. QUALIFICATION

- B12.1 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.
- B12.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B12.3 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.
- B12.4 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.
- B12.5 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.

B13. ELIGIBILITY

B13.1 Various organizations provided investigative services with respect to this Project. In the City's opinion, this relationship or association does not create a conflict of interest or will not likely create a perception of conflict of interest because of this full disclosure and related information. The organizations are:

- (a) Stantec Consulting Ltd. (Polo Park Area Study Transportation Improvement and Development Review – December 2001)

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B14.1 Proposals will not be opened publicly.

B14.2 After award of Contract, the name(s) of the successful Proponent and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B14.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B14.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

B15. IRREVOCABLE OFFER

B15.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B16. WITHDRAWAL OF OFFERS

B16.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B16.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B16.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Proposal withdrawn.

B16.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B17. INTERVIEWS

B17.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B18. NEGOTIATIONS

B18.1 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.

B18.2 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.

B18.3 If, in the course of negotiations pursuant to B18.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B19. EVALUATION OF PROPOSALS

B19.1 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 B12: (pass/fail)
- (c) Project Planning and Preliminary Design Fees; (Section B) 20%
- (d) Management Proposal; (Section C) 40%
- (e) Technical Proposal; (Section D) 30%
- (f) Project Schedule. (Section E) 10%

B19.2 Further to B19.1(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.

B19.3 Further to B19.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B19.4 Further to B19.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B19.5 Further to B19.1(d), the Management Proposal will be evaluated considering the experience of the Proponent's organization (firm) on projects of similar scope, complexity and value; the experience and qualifications of the key personnel and Subconsultant personnel on projects of comparable scope, complexity and value, as well as the Proponent's project management approach and team organization, as other information requested.

- B19.6 Further to B19.1(e), the Technical Proposal will be evaluated considering the Proponent's demonstrated understanding of the Project's technical and functional requirements.
- B19.7 Further to B19.1(f), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B19.8 Notwithstanding B19.1(d) to B19.1(f), where Proponents fail to provide complete responses to B6.2(a) to B6.2(c), the score of zero will be assigned to the incomplete part of the response.

B20. AWARD OF CONTRACT

- B20.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B20.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B20.2.1 Without limiting the generality of B20.2, 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.
- B20.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B20.4 The City may, at its discretion, award the Contract in phases.
- B20.5 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).**
- B20.6 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.
- B20.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Bonnie Konzelman, P. Eng.

Email: bkonzelman@winnipeg.ca

Telephone No. 204 451-3795

Facsimile No. 204 986-5302

D2.2 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.

D2.3 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D2.4 Proposal Submissions must be submitted to the address in B6.11

D3. BACKGROUND

D3.1 In December 2001, a Polo Park Area Traffic Improvement and Development Review Study was completed which included recommendations for short term and future transportation improvements.

D3.2 The Public Works Regional Streets – Streets Improvement Program, includes the Polo Park Infrastructure Improvements in the City of Winnipeg 2013 Capital Budget, as adopted by council.

D3.3 Project parameters for the Polo Park Infrastructure Improvements, deliberated within this project, include the extension of St. Matthews Avenue from St. James Street to Madison Street, improvements to St. Matthews Avenue between Empress Street and Route 90, improvements to St. James Street/St. Matthews Avenue intersection and improvements to St. James Street/Ellice Avenue intersection.

D3.4 A drawing showing the location of underground utilities in the area is included in Appendix C. The drawing is for information purposes only and the City of Winnipeg makes no claim or liability to the accuracy or completeness of the information therein.

D3.5 Drawings related to the conceptual roadwork and related information are available upon request from the Project Manager identified in D2. The proponent may be required to enter into a confidentiality agreement with the City of Winnipeg prior to release of drawings and related information.

D3.6 The Scope of Services identified under D4 will apply to the following work within the project parameters identified in D3.3:

- (a) New and existing pavement/sidewalk infrastructure improvements and related works;
- (b) Additions and improvements to the existing land drainage system;

- (c) Connections to existing and future active transportation corridors;
- (d) Relocation and/or protection of several utilities, including but not limited to fibre optic cables, gas mains, distribution poles, street lights, MTS, Shaw Cable, and hydro plant;
- (e) Coordination of related City of Winnipeg work with other City of Winnipeg departments (i.e. Water & Waste, Traffic Signals, etc.)

D3.7 Construction is expected to commence in the spring of 2014. It is desirable that some construction work, such as utility relocations, or improvements to Ellice Avenue/St. James intersection, would commence in 2013. Substantial completion is expected by end of 2014 construction season.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of the following:

- (a) Project Planning and Preliminary Design as outlined in D5;
- (b) Detailed Design as outlined in D6;
- (c) Contract Administration as outlined in D7; and
- (d) Post Construction Services as outlined in D8.

D4.2 Further to D3.2, in the event that City Council approves additional funding for the Polo Park Infrastructure Improvements, the City in its sole discretion, after consideration of the Consultant's performance, may negotiate and enter into a contract with the Consultant for additional services. The City will provide terms, specifications and other details if it initiates negotiations with the Consultant. The City will be under no obligation to initiate negotiations, or enter into a subsequent contract if mutually agreeable terms cannot be negotiated, and may choose to issue a public bid solicitation for the additional services.

D4.3 The Consultant shall coordinate all traffic management plans and construction work with the consultant engaged by and acting on behalf of the developer for the Winnipeg Stadium Site located at 1465 Maroons Road, in determining requirements and scheduling of work in the St. Matthews Avenue and St. James Street area.

D5. PROJECT PLANNING AND PRELIMINARY DESIGN

D5.1 Preliminary Design Services are defined in Appendix A: Definition of Professional Consultant Services – Engineering.

D5.2 Where applicable, road designs must address:

- (a) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
- (b) City of Winnipeg's *Transportation Standards Manual* (February 1991);
- (c) City of Winnipeg's *Accessibility Design Standards* (May 2010);
- (d) City of Winnipeg's *Universal Design Policy* (October 16, 2001);
- (e) City of Winnipeg's *Tree Planting Details and Specifications Downtown Area and Regional Streets* (May 2009);
- (f) City of Winnipeg's *Tree Removal Guidelines*;
- (g) The current edition of *The City of Winnipeg Standard Construction Specifications*;

D5.3 Where applicable, other structures must address:

- (a) The current edition of the *Manitoba Building Code*
- (b) *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*;
- (c) *AASHTO Roadside Design Guide, 4th Edition*.

D5.4 Preliminary Design Services shall include but not be limited to:

- (a) Confirming the scope of work required using professional engineering judgement;
- (b) Prepare a schedule of goals, objectives and activities (Project Schedule) for the entire project, broken down to an acceptable, measurable level and provide comprehensive management of the project. Monitor and maintain the same in a manner acceptable to the City;
- (c) Review and incorporate regulatory requirements into the project plan and schedule. Obtain approvals from appropriate regulatory agencies as necessary;
- (d) Collect relevant information from all utilities, as well as review record drawings, reports and other information that will be provided by the City, including but not limited to (all documents are available at www.winnipeg.ca):
 - (i) OurWinnipeg (adopted July 12, 2011);
 - (ii) OurWinnipeg Sustainable Transportation Strategy (adopted July 12, 2011);
 - (iii) Winnipeg Transportation Master Plan (adopted November 16, 2011);
- (e) Conduct surface and sub-surface site explorations, measurements, investigations and surveys needed as may be mutually agreed to by the City;
 - (i) Where additional site investigation services are required, engage the services of appropriate qualified Subconsultant personnel, including but not limited to geotechnical sampling and analyses E2, feedermain and forcemain loading assessments and materials testing;
- (f) Determine the extent of sewer CCTV inspections required and undertake the inspections in accordance with Public works Sewer Televising Guidelines E3. Fees associated with undertaking the inspections should be included in the Proposal Submission.
- (g) Develop a project Risk Management Plan identifying risks and appropriate mitigation strategies as they relate to the successful completion of the project. Tools developed by the City of Winnipeg Audit Department are available at <http://www.winnipeg.ca/audit/irm.stm>;
- (h) Participate in value engineering processes;
- (i) Undertake a pavement design analysis that recommends pavement structure and utilizes a life cycle cost analysis to determine the preferred option. Assumptions to the life cycle cost requirements will be reviewed by the City prior to analysis;
- (j) Conduct an environmental investigation to identify any site contamination issues that will need to be addressed during construction;
- (k) Investigate land drainage requirements and undertake preliminary design of improvements to land drainage infrastructure;
- (l) Identify required relocation of Manitoba Hydro (Hydro and Gas) plant. It is anticipated that Manitoba Hydro will design and relocate their plant.
- (m) Document all design criteria by component, including but not limited to structures, roads, drainage and utilities.
- (n) Identify and/or confirm property requirements and provide necessary information to the City of Winnipeg to support the property acquisition process including drawings if necessary. Existing property information and anticipated property requirements are available upon request as identified in D3.5.
- (o) Provide preliminary design information as required to the City of Winnipeg's Third Party Contract Administrator and work with the City's Third Party Contract Administrator to determine any design options or decision points before they are presented to the public for comment;
- (p) Develop and undertake a public participation process, including:
 - (i) Identify and prepare a profile of project stakeholders in the immediate area, as well as technical stakeholders, which may be impacted by the project;

- (ii) Determine the needs and the impact of each stakeholder or group of stakeholders on the project;
 - (iii) Develop content, including updates, for a project webpage that will be hosted on the City's Major Projects website
 - (iv) Develop content for communications to stakeholders and local residents/businesses. This includes, but is not limited to direct letters and updates, press releases, social media and advertisements;
 - (v) Develop and implement two Open Houses to engage the public and present recommended design and its construction;
 - (vi) Develop the content for the Open Houses including but not limited to storyboards, handouts, and feedback forms. Feedback forms may also be posted on the project webpage as an online survey link;
 - (vii) Provide a summary report of responses received from the feedback forms and open houses;
 - (viii) Arrange targeted meetings with the public and other stakeholders, if necessary, to ensure that outstanding issues are addressed;
 - (ix) Advise on the public participation strategy as necessary;
 - (x) The public participation process should be based on IAP2 principles (see <http://iap2canada.ca/>) which will provide the public with balanced and objective information to assist them in understanding the project.
 - (xi) All public information material shall be in both English and French and indicate, where applicable, the contribution of all funding parties. The city of Winnipeg Corporate Support Services Department will provide translation services. Reasonable time will be required to translate public information.
- (q) Conduct traffic operational studies:
- (i) Confirm/determine the appropriate lane requirements;
 - (ii) Develop a traffic management plan considering vehicles, trucks, Winnipeg Transit, pedestrians, cyclists, access management and signal timings to provide an acceptable level of service during construction;
 - (iii) Develop an access management strategy for property access within the study area;
 - (iv) Analyses are to be conducted using Trafficware Ltd. Software (Synchro and Simtraffic) and the resulting files are to be provided to the City of Winnipeg for review;
 - (v) Existing traffic volumes and future traffic volumes considering the Winnipeg Transportation Master Plan will be provided by the City of Winnipeg. Traffic volumes during construction will be estimated using TransCAD Transportation Planning Software and will be provided by the City of Winnipeg;
 - (vi) Existing traffic signals timings will be provided by the City of Winnipeg.
- (r) Coordinate all traffic management plans and construction work scheduling with the consultant engaged by the developer for the Winnipeg Stadium Site located at 1465 Maroons Road;
- (s) Coordinate the intersection designs with City of Winnipeg Traffic Signals Branch;
- (t) Development of project aesthetics including streetscaping, landscaping and structure architectural details;
- (u) Identify and incorporate stakeholders needs;
- (v) Provision to the City of a complete current report on the project status on a monthly basis, advising of progress, schedule, project costs, and Change in Service;
- (w) Provide Project details and regular Project updates to the Envista right-of-way coordination system;
- (x) Prepare a Response Report to those recommendations or suggestions in the Preliminary Design Safety Audit Report;

- (y) Prepare preliminary design drawings and schedules in sufficient detail to produce Class 3 (expected accuracy between $\pm 25\%$) cost estimates;
- (z) Prepare a Class 3 estimate of costs and cash flow consistent with the City's Capital Forecast;
- (aa) Prepare reports documenting the preliminary design process and recommended preliminary design. Six (6) hard copies shall be submitted along with an electronic PDF version properly bookmarked;
- (bb) Presentation of preliminary design information to the City's Project Steering Committee;
- (cc) Presentation of the preliminary design report to Standing Committees of City Council and Community Committee(s) supplying the necessary number of reports;
- (dd) Include any and all associated ancillary services required to successfully complete the preliminary design to the satisfaction of The City of Winnipeg;
- (ee) Generally, Preliminary Design consulting engineering services embodies all those activities required prior to commencement of detailed design.

D6. DETAILED DESIGN

D6.1 Detailed Design Services are defined in Appendix A.

D6.2 Designs submitted for review must:

- (a) Be sealed by a Professional Engineer, registered in the Province of Manitoba;
- (b) Include a pavement design brief;
- (c) Include the pavement cross section;
- (d) Include the dimensioned jointing design (where applicable);
- (e) Include separate overall horizontal geometry layout drawings. Drawings should be at a 1:500 horizontal scale with control line data for various elements as required (based on northing and easting), appropriate spiral and curve data, control point data, layout of key pavement edges based on the alignments shall be done by station-offset methods (northing and easting layout will not be accepted), directional traffic arrows, lane widths, taper dimensions, storage lengths for acceleration and deceleration movements, and offset – radii information at all islands and median openings;
- (f) Include Department drawing numbers before the works are advertised. Drawing numbers can be requested from Mr. Gary Tront at (204) 471-7630;
- (g) Include construction staging drawings/figures;
- (h) Include all relevant plan and profile information
- (i) Include landscaping and minor streetscaping aesthetics, detailed on separate drawings;
- (j) Include all design details, plan and profile for any noise mitigation measures;
- (k) Include overhead sign structures (if applicable) and roadside hazard protection details;
- (l) Include all structural drawings and details where applicable;
- (m) Include dewatering requirements for excavations;
- (n) Include miscellaneous details as required to better present the scope of the work to the Contractor;
- (o) Conform to the *Manual for the Production of Construction Drawings* for the City of Winnipeg, Works and Operations Division (November 1984);
- (p) Allow six weeks for circulation to Underground Structures
 - (i) Ensure that separate copies are sent to affected utilities, with requests for estimates where required if not already received.

D6.3 Bid Opportunity documents must be prepared:

- (a) Using the latest applicable template from the Materials Management Division;
- (b) Referencing the current edition of the *City of Winnipeg Standard Construction Specifications*.

D6.4 Detailed Design Services shall include but not be limited to:

- (a) Planning the construction contract activities and determining whether multiple construction contracts are warranted;
- (b) Provide detailed design information to the Third Party Contract Administrator engaged by the City where required;
- (c) Prepare a response to the recommendations in the Safety Audit Report and make alterations to the design where agreed upon by the City;
- (d) Allow sufficient time for review by the City's Project Manager and additional personnel;
- (e) Preparation and submission of detailed engineering calculations, drawings, and design criteria used in the design in a timely manner for review to secure acceptance by the City;
- (f) Preparation of estimated capital costs and cash flow forecasts;
- (g) Coordinate work with and fulfill requirements of the City of Winnipeg Geomatics Branch;
- (h) Monitor and; update the project Risk Management Plan as required;
- (i) Presentation of design information to the City's Project Steering Committee;
- (j) Presentation of detailed design to Standing Committees of City Council and Community Committee(s), as required;
- (k) Submission of detailed monthly cost statements and projections for engineering services or any other items in a manner acceptable to the City. Incorporate the same into the Project Budget. Monitor and maintain the Project Schedule in a manner acceptable to the City;
- (l) Provision to the City of a complete current report on the project status on a monthly basis advising of progress, schedule, project costs, Change in Works and Change in Services;
- (m) Preparation of bid opportunity package(s);
- (n) Any and all associated ancillary services required to successfully complete the Detailed Design, up to the point where construction contracts are awarded, to the satisfaction of the City of Winnipeg.

D7. CONTRACT ADMINISTRATION

D7.1 Contract Administration Services are defined in Appendix A and shall be conducted in accordance with the City of Winnipeg's *Manual of Project Administration Practice* (DRAFT March 1992 – See Appendix B – References).

D7.2 NON-RESIDENT Contract Administration Services shall include but not be limited to:

- (a) Ensure persons with demonstrated experience are assigned to administer the Project for the duration of the Project, with personnel changes only upon approval of the Project Manager;
- (b) Timely submittal of accurate progress payments and invoices;
- (c) Conduction pre-award and pre-construction meetings with formal notes in accordance with the City of Winnipeg's *Manual of Project Administration Practice* (DRAFT March 1992);
- (d) Provision to the City of a complete current report on the project status on a monthly basis advising of progress, schedule, project costs, Change in Services and Changes in Work;
- (e) Monitor and update the project Risk Management Plan as required;

D7.3 RESIDENT Contract Administration Services shall include but not be limited to:

- (a) Coordination of day-to-day site activities;

- (b) Ensuring construction contractor conformance to the City of Winnipeg's *Manual of Temporary Traffic Control*;
- (c) Field and/or laboratory testing and verification of construction material quality;
- (d) Field measurement and verification of construction materials quantities in a manner so as to minimize contract disputes;
- (e) Provision of periodic and timely updates to the Project Manager on progress and/or expenditures, through:
 - (i) Regular Site meetings with formal minutes as described in The City of Winnipeg's *Manual of Project Administration Practice* (DRAFT March 1992), including the date, location and attendees, and issues. Updates and amendments must be itemized and include dates;
 - (ii) Other formal and/or informal documented means.
- (f) Representation of the City to the local residents and businesses in a professional manner, with responsible and prompt reaction to reasonable requests (minimizing impact and/or disruption of the Project to the extent possible);
- (g) Coordinate traffic management and construction work with the consultant and/or contractor engaged by and working on behalf of the developer for the Winnipeg Stadium Site located at 1465 Maroons Road;
- (h) On-going updates to the lane-closure information line as required;
- (i) Supervision of Subconsultants required to perform any services und D5.4(e)(i);
- (j) Provision of Project details and regular Project updates to the Envista right-of-way coordination system;

D8. POST CONSTRUCTION SERVICES

D8.1 Post Construction Services are defined in Appendix A.

D8.2 Post Construction Services shall include but not be limited to:

- (a) Preparation of one of each of the following for every construction contract administered under the Project:
 - (i) Certificate of Substantial Performance;
 - (ii) Certificate of Total Performance; and
 - (iii) Certificate of Acceptance.
- (b) Commissioning of plant and the preparation of operating manuals as appropriate
- (c) Additional contract Administration for maintenance (pay) items within the warranty period of the construction contract;
- (d) Resolution of deficiencies and/or outstanding warranty issues;
- (e) Submission of a final construction report within three months of Substantial Performance of the latest construction contract, including:
 - (i) Summary report – a description of:
 - ◆ Services accomplished, including initial and final scope of Project;
 - ◆ Final pavement design;
 - ◆ Issues encountered and resolutions achieved;
 - ◆ Any outstanding services or issues and resolutions required; and
 - ◆ Final or projected final contract cost;
 - ◆ Daily field reports (as an appendix);
 - ◆ Field test reports (as an appendix).
 - (ii) Photographs – good quality digital photos using descriptive file names (including year), provided on CD or DVD (notwithstanding pre-construction Site and property

condition assessment photos, as per Appendix A – Definition of Professional consultant Services – Engineering – Public Works)

- ◆ Typical pre-construction photos
 - ◆ Typical post-construction photos
 - ◆ Typical construction operation photos (e.g. concrete pour, paving operation).
- (iii) Provision of record drawings, where required, in accordance with As-Built Drawing Requirements (E1), within three months of Substantial Performance of each construction contract, unless waived or amended in writing by the Project Manager.

D9. WORK BY OTHERS

- D9.1 The City of Winnipeg's Third Party contract Administrator, who may be engaged under a future contract, will be required to:
- (a) Review designs and project cost estimates;
 - (b) Facilitate and participate in a value engineering exercise and produce a response report;
 - (c) Perform roadway safety audits following the Transportation Association of Canada's *The Canadian Road Safety Audit Guide*;
 - (d) Review and make recommendations on Change in Services and Change in Works;

D10. DEFINITIONS

D11. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D11.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.
- D11.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D11.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
- (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D11.4 A Consultant who violates any provision of D11 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

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. INSURANCE

- D13.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D13.2 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, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate. 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.
- D13.3 The policies required in D13.2(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.
- D13.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D13.2(a).
- D13.5 The Consultant shall require any Subconsultants to provide the following Contractor Pollution Liability (CPL) Insurance in instances where existing conditions are disturbed, such as geotechnical investigations
- (a) Project specific contractors Pollution Liability (CPL) insurance in the amount of at least two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder performed by the Contractor, its agents, representatives, employees or subcontractors. Coverage to include:
 - (i) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
 - (ii) Property damage including physical injury to or destruction of tangible property and the resulting loss of use thereof; loss or use of tangible property that has not been physically injured or destroyed; diminution in value; and Natural Resource Damages;
 - (iii) Clean-up costs (including restoration/replacement costs);

- (iv) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
 - (v) Transported cargo and Non-Owned Disposal sites (blanket basis).
 - (b) CPL coverage shall apply to both sudden and gradual pollution conditions, including the further disruption of pre-existing conditions, arising from the services rendered by the Contractor or others on their behalf. Further, coverage shall apply to conditions on, at, under and emanating from the job site including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, structures thereupon, the atmosphere or any watercourse or body of water, which results in any loss or damages defined above. Coverage shall not contain any "Insured vs. Insured" exclusions preventing the city from bringing a claim against the Contractor, nor any restrictions for property of others in the care, custody or control of the Contractor.
 - (c) CPL to remain in place during the performance of the Work and for 24 months after completion.
- D13.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D13.13.
- D13.7 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.
- D13.8 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.
- D13.9 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D13.10 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D13.9.
- D13.11 Workers compensation must be in place in accordance with provincial legislation.
- D13.12 All policies shall be in a form satisfactory to the City of Winnipeg and shall be kept in full force during the Work.
- D13.13 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.
- D14. SECURITY CLEARANCE**
- D14.1 Each individual proposed to perform the following portions of the Work:
 - (a) any Work on private property;
 - (b) communicating with residents and homeowners in person or by telephone;shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence.
- D14.2 Prior to the commencement of any Work specified in D14.1, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall

supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.

- D14.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in D14.1.
- D14.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D14.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in D14.1.

D15. SAFE WORK PLAN

- D15.1 The Consultant cannot commence any Services until a Project-specific Safe-Work Plan(s) is verified as in place for the high-risk activities he may engage in prior to the commencement of a construction contract. The format is available at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

SCHEDULE OF SERVICES

D16. COMMENCEMENT

- D16.1 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.
- D16.2 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) evidence of the insurance specified in D13;
 - (iii) the security clearances specified in D14;
 - (iv) the evidence of the Safe Work Plan specified in D15;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D16.3 Further to D16.2(a)(iii), and subject to all other requirements being met, the Consultant may, upon approval of the Project Manager, commence Services prior to submitting the security clearances.
- D16.4 Further to D16.2(a)(iv), and subject to all other requirements being met, the Consultant may, upon approval of the Project Manager, commence Services prior to submitting the Safe Work Plan.
- D16.5 The City intends to award this Contract by May 22, 2013.

D17. CRITICAL STAGES

- D17.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

- (a) Confirm property requirements and provide construction cost estimates - September 1, 2013;
- (b) Preliminary Design – November 1, 2013;
- (c) Commence Construction - Spring, 2014;
- (d) Substantial Performance of all construction contracts by the end of 2014.

D17.2 The Consultant should plan for one of the proposed Open House Public Participation presentations to occur in mid-September, 2013.

D17.3 Further to C1.1(tt), Total Performance for this Consulting Services Contract will be after the issuance of all Certificates of Acceptance for the construction contracts which is expected to be two (2) years after Substantial Performance for construction contracts.

D18. INVOICES

D18.1 Further to C10, the Consultant shall submit monthly invoices to the Project Manager.

D18.2 Invoices must clearly indicate:

- (a) the City's purchase order number;
- (b) project file number;
- (c) a breakdown of:
 - (i) Preliminary Design Fees;
 - (ii) Other Project costs and Subconsultant Fees in accordance with D5.4(e) including the invoiced amount plus an allowed 5% handling fee. Copies of invoices must be attached.
 - (iii) The amount payable with GST and MRST (as applicable) shown as separate amounts; and
- (d) The Consultant's GST registration number.

D18.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D18.4 Invoices must be submitted to the City of Winnipeg Public works Finance and Administration Division at 102-1155 Pacific Avenue.

PART E - SPECIFICATIONS

ADDITIONAL REQUIREMENTS

E1. AS-BUILT DRAWING REQUIREMENTS

- E1.1 Initial submission of AS-BUILT drawings must be received within three months of Substantial Performance of the construction contract, unless waived in writing by the Project Manager.
- E1.2 Drawings shall:
- (a) Conform to the Manual for the Production of construction Drawings for the City of Winnipeg, Works and Operations Division (November 1984 – See Appendix B – References);
 - (b) Be in the AutoCAD format and indicate the version used;
 - (c) Be AS-BUILT with dimensions corrected in both TEXT and GRAPHICS;
 - (d) Show pavement dimensions to the “back of curb” (edge of pavement);
 - (e) Include plot style table;
 - (f) Be produced in the NAD 83, UTM, ZONE 14 (global co-ordinate system) Note: Public Works Engineering will provide the Legal Streets Base Layer for the required drawings;
 - (g) Indicate if a scale factor was or was not used, and if used the scale factor used is to be indicated;
 - (h) Show all bore holes and their UTM coordinates;
 - (i) Include, where applicable:
 - (i) Pavement cross-sections;
 - (ii) Asphalt Supplier;
 - (iii) Concrete Supplier;
 - (iv) Geotextile used – type, manufacturer & supplier;
 - (v) Sub-drains used – type, manufacturer & supplier.
- E1.3 A PDF copy of all AS-BUILT drawings shall be included.
- E1.4 Two (2) copies of the AutoCAD Digital Drawings and PDF copies shall be written to a compact disk (CD) or DVD. Both copies shall be clearly labelled identifying the Project number.
- E1.5 As-built hard copy must be on Mylar paper and must be sealed by an Engineer registered to practice in the Province of Manitoba.
- E1.6 Original signed Mylar copy and the two (2) CD’s shall be sent by mail or courier to:
- | | |
|--|--|
| City of Winnipeg
Public Works Department
106-1155 Pacific Avenue
Winnipeg, MB R3E 3P1 | Attention: Gary Tront, CET
GIS Specialist
(204) 471-7630
gtront@winnipeg.ca |
|--|--|
- E1.7 In addition:
- (a) Included on the CD’s will be a separate drawing in AutoCAD format with the following (8) basic layers (none of which shall include text) and a list describing additional layers used:
 - 1) Street Surface
 - 2) Walk
 - 3) Alley
 - 4) Ramp Curb
 - 5) Ramp Curb
 - 6) Dimensions (to include all dimensions in the drawing)
 - 7) Drainage Inlets

4) Approach

8) Elevations (min. all hi & low points)

E2. GEOTECHNICAL SAMPLING AND ANALYSES

E2.1 Fieldwork

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

E2.2 Lab work

- (a) Test all soil samples for moisture content.
- (b) Photograph core samples recovered from the pavement surface.
- (c) Conduct tests for plasticity index and hydrometer analysis on selected soil samples which are between 0.5 m and 1 m below top of pavement (this is the sub-grade on which the pavement and sub-base will be built). The selection will be based upon visual classification and moisture content test results, with a minimum of one sample of each soil type per street to be tested.
- (d) Prepare test-hole logs and classify subgrade (based on hydrometer) as follows:

<30% silt	- classify as clay
30% - 50% silt	- classify as silty clay
50% - 70% silt	- classify as clayey silt
>70% silt	- classify as silt

- E2.3 Geotechnical sampling and analyses requirements for bridges, slopes, retaining structures and land drainage structures will be developed by the Proponent and will be subject to the approval of the Project Manager. Details should be included in the proposal submission.

E3. SEWER TELEVISION GUIDELINES

- E3.1 The consultant is required to assess the extent of closed Circuit Television (CCTV) inspection for all combined, wastewater, land drainage and storm relief sewers to confirm any sewer repairs required in the right-of-way within the limits of the Project.
- E3.2 The criteria provided are general guidelines and are not intended to replace sound municipal engineering judgement specific to the individual Project scope and/or location.
- E3.3 The available sewer televising information is contained within the City of Winnipeg's Sewer Management System (SMS) application.
- E3.4 Confirm televising requirements with the Project Manager.
- E3.5 CCTV inspection general guidelines:
- (a) Confirm CCTV requirements with Water & Waste Department for sewers 1050 mm and larger in diameter;
 - (b) Televising if no previous CCTV inspections have been completed;
 - (c) Re-televising sewers in Categories A/B/C/X with a Structural Performance Grade (SPG) of 3 or higher that have not been televised in the previous 5 years;
 - (d) Sewers located more than two metres from the curb line (i.e. not located under pavement) do not need to be re-televised if previous CCTV inspection data exist. If a sewer repair or renewal requiring excavation is noted, contact the WWD;
 - (e) On all street reconstructions, regardless of location of the sewer (within the right-of-way);
 - (f) If the street exhibits obvious distress at/along the underground plant;
 - (g) Of all CB leads to be reused, as part of a street reconstruction or major rehabilitation.
- E3.6 For any uncertain situations and/or locations, contact the Project Manager.
- E3.7 The consultant is required to coordinate the sewer-televising contract and communicate the results to the Water & Waste Department. Any repairs or other activities deemed necessary from these inspections must be coordinated with the Water & Waste Department.