



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 705-2013**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE  
NORTH EAST EXCHANGE DISTRICT ENGINEERING STUDY**

**Proposals shall be submitted to:**

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

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE NORTH EAST EXCHANGE DISTRICT ENGINEERING STUDY

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, September 20, 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 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

### **B4. CONFIDENTIALITY**

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

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

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

## **B5. ADDENDA**

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The 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) 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, 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) bound 8.5" x 11" copies (drawings and tables in copies only may be 11" x 17" folded to an 8.5" to 11" size) for sections identified in B6.1 and B6.2.
- B6.6 Further to B6.5, the Proposal shall be no more than 20 pages, exclusive of the required forms, cover page and table of contents. A total of three of the twenty pages may be presented on 11"x17" paper with the copies only. Failure to adhere to the page limitation may render the Proposal non-responsive. Only the first 20 pages of the Proposal will be evaluated. Any additional material in the Appendices may not be evaluated.
- B6.7 Further to B6.6, the minimum font height shall be 10pt.
- B6.8 The Proposal should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.9 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).

- B6.10 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B6.11 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.12 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.13 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B7. PROPOSAL (SECTION A)**

- B7.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B7.4 Paragraph 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 all disciplines and/or phases identified in D4 Scope of Services phase of the Project:
- (a) Project Planning
  - (b) Preliminary Design
  - (c) Implementation Plan
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.3 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.
- B8.4 Fees shall include an allowance of up to 8% for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any site investigation (geotechnical) services, Underground Structures drawing acquisitions, public open house logistics, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation, or those included in B8.3. No other disbursements will be permitted.
- B8.4.1 Further to B8.4, the Contract Award shall include, in addition to the Total Bid Price, an allowance for the costs of any site investigation (geotechnical) services, Underground Structures acquisitions, public open house logistics, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation in the amount of up to 25% of the Total Bid Price;
- B8.5 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.
- B8.6 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 Describe the Proponent's and Sub-Consultant's experience:
- (a) 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;
  - (b) details demonstrating the history and experience of the Proponent and Subconsultants in providing; planning and design, management of construction and contract administration services on projects of similar complexity, scope and value; and
  - (c) details demonstrating the Proponent's and Subconsultant(s)' experience relating to the Scope of Services identified for this project.

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

- B10.1 Proposals should include, in tabular form:
- (a) Names of key personnel assigned to the Project, who shall not be substituted without written permission from the Project Manager;
  - (b) The experience and qualifications of the key personnel assigned to the Project including:
    - (i) Job Title;
    - (ii) Educational background and degrees;
    - (iii) Professional affiliation;

- (iv) Years of experience on projects administered for the City of Winnipeg;
- (v) Years of experience in current position;
- (vi) Years of experience in planning and design; and
- (vii) Years of experience in contract administration services.

- B10.2 Roles of each of the key personnel in the Project should be identified in an organizational chart. Identify the lead person for each discipline or work unit.
- B10.3 For each person identified, list the percentage of their overall and available time to be dedicated to this Project with respect to their workload on other projects.
- B10.4 Proposals should include, for each person identified in B10.1 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:
- (a) Description of the project;
  - (b) Role of the person;
  - (c) Project owner.
- B10.5 Further to B10.4, and upon request of the Project Manager, the Proponent must be able to provide, for each person identified in B10.1(a), two current references, including telephone numbers for each project listed.

## **B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

- B11.1 Describe your firm'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) Provide a Responsibility Assignment Task Matrix that provides time estimates by work activity and in total, including hourly rates for each person identified in B10.1(a). This matrix will demonstrate the Proponent's understanding of the levels of effort required to successfully complete the project;
    - (iii) Describe the methods of control to monitor and complete the assignment within budget and on time. As a minimum, monthly reports, in a format acceptable to the City, shall be submitted with all invoices. These reports shall clearly identify any current or anticipated budget or scheduling issues; and
    - (iv) The method of quality assurance and controls to ensure the City receives a quality project that meets our expectations.
- B11.2 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.3 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
  - (b) the team's understanding of the urban design issues;
  - (c) any innovation to be used to perform the Scope of Services identified;
  - (d) all activities and services to be provided by the City;
  - (e) The deliverable(s) of the project;
  - (f) Any assumptions made with respect to the deliverables and the Scope of Services;
  - (g) the City's Project methodology with respect to the information provided within this RFP; and



(h) any other issue that conveys your team's understanding of the Project requirements.

B11.4 Methodology should be presented in accordance with the Scope of Services identified in D4, as well as in Appendix A – Definition of Professional Consulting Services - Engineering.

B11.5 Details of the Scope of Services are provided in D4.

## **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 durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services including and the Critical Stages identified in D13.

B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the planning and design phases of the Project. Reasonable times should be allowed for completion of these processes.

B12.3 The Proponent's schedule should demonstrate the completion of the Final Report by August 29, 2014.

## **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) MMM Group Limited (East Exchange District Parking Study)

## **B14. QUALIFICATION**

B14.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- (e) be a practicing entity with a Certificate of Authorization in good standing with the Association of Professional Engineers and Geoscientists of the Province of Manitoba.

B14.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B14.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and

- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
- (f) upon request of the Project Manager the Security Clearances as identified in E1.

B14.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B14.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

#### **B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.

B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

#### **B16. IRREVOCABLE OFFER**

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such 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.

#### **B17. WITHDRAWAL OF OFFERS**

B17.1 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.

B17.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

- B17.1.3** If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
  - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.

**B17.2** A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B18. INTERVIEWS**

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

## **B19. NEGOTIATIONS**

**B19.1** The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

**B19.2** The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

**B19.3** If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B20. EVALUATION OF PROPOSALS**

**B20.1** Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B14: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
- (f) Project Understanding and Methodology (Section E) 20%
- (g) Project Schedule. (Section F) 5%

**B20.2** Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B20.5 Further to B20.1(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.
- B20.6 Further to B20.1(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.
- B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B20.8 Further to B20.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B20.9 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.

## **B21. AWARD OF CONTRACT**

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B21.4 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.
- B21.4.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B21.5 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n)**
- B21.6 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.

**B21.7** 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](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:

Scott Suderman, C.E.T., P.Eng.

Email: [ssuderman@winnipeg.ca](mailto:ssuderman@winnipeg.ca)

Telephone No. 204 986-6963

Facsimile No. 204 986-7020

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

D2.3 Proposal Submissions must be submitted to the address in B6.12

#### **D3. BACKGROUND**

D3.1 The proposed Study Area and proposed included streets are shown in Appendix B.

D3.2 The North East Exchange District continues to see mixed use redevelopment that has more people living and working in the area. The area continues to be a destination for recreational and entertainment purposes. The infrastructure in the area is aging and is in need of repair. Physical improvements are needed to accommodate this new growth, as well as existing use, to better accommodate all users of the rights-of-way.

D3.3 The proposed Study Area includes part of the Exchange District National Historic Site, a federally recognized area that is known for its density of warehousing, financing, and grain trade buildings dating from 1880 to 1913 and is one of the most identifiable neighbourhoods in the City. Several heritage studies have been done to the area, and many of the buildings have been converted from traditional warehouses to loft style residential units. As this trend continues, it is critical to understand the infrastructure requirements and constraints of the growing neighbourhood.

D3.4 The overall rights-of-way need to be redesigned to meet the current land uses and transportation needs, such as well-connected and safe pedestrian facilities and parking demand. New infrastructure needs to be implemented to meet current standards and guidelines in accordance with the City of Winnipeg Transportation Master Plan and the Complete Communities Direction Strategy.

D3.5 There are several building expansions and redevelopment proposals in the area that are still in the conceptual phase. These projects will have an impact on the existing infrastructure that needs to be planned for, such as condition, capacity and location of underground utilities, traffic operations, access, increased pedestrian activities, altered pedestrian desire lines, required or surplus rights-of-way and parking demand. Understanding and identifying the deficiencies of the existing infrastructure and the improvements needed to accommodate the changes in land-use, building expansions, and rights-of-way will help guide the infrastructure improvements and redevelopment process in a proactive way. A sample of anticipated developments is shown in Appendix C.

- D3.6 It is necessary to have an implementation plan to prioritize and coordinate all required infrastructure improvements in the area to effectively and efficiently utilize various sources of funding as they become identified.
- D3.7 Existing traffic and historical studies have been performed by private entities and will be made available to the successful proponent if requested, pending approval by the documents owners. These studies are to be considered as background information and not for further development as some information may be inconsistent or outdated.
- D3.8 In 2012, Market Avenue from Main Street to Rorie Street underwent a street reconstruction. The project included a watermain renewal, road works and streetscaping. This street shall be considered when developing the project elements for the remaining streets in the project area.
- D3.9 The City of Winnipeg Water and Waste Department (WWD) has completed the detailed design and contract documents for watermain renewals on Lily Street, Amy Street, and James Avenue. The construction of these works is on hold and requires further coordination in regards to timing with area development and other infrastructure projects.
- D3.10 The WWD will be performing an internal condition inspection of the James Avenue monitoring gauge after fall drawdown of the river.
- D3.11 The Branch 1 Aqueduct on Pacific Avenue has undergone recent visual inspections and conditions assessments. Any required construction procedures will be designed at the roadway detailed design phase. Its under-drain outfall as well as the river monitoring gauge is located on the south east corner of the James Avenue pumping station. These gauges are operated by the both the City and the Federal Government and are important to the City and Province for flood fighting and operation of the Floodway.
- D3.12 Drawings related to the aqueduct are available upon request from the Project Manager identified in D2. The proponent may be required to enter into confidentiality agreement with the City of Winnipeg prior to release of drawings and related information.
- D3.13 The WWD is currently overseeing a Combined Sewer Overflow (CSO) program. Its projected completion is four years.
- D3.14 The WWD would like to:
- (a) Consolidate the watermains within the Study Area;
  - (b) Replace sewers and watermains as necessary prior to any road works;
  - (c) Potentially separate the combined sewers prior to any roadworks, pending CSO Master plan outcomes.
- D3.15 Some basic work has been completed between 1998 and 2004 under the Basement Flood Relief Works in Alexander and Bannatyne
- D3.16 Project parameters for the North East Exchange District Engineering Study, deliberated within this project, include:
- (a) Planning of the Study Area including all required transportation facility and streetscaping improvements;
  - (b) Preliminary Design of all streets within the Study Area (Elgin Street and John Hirsch Place are considered local streets);
  - (c) A 10-year implementation plan that prioritizes all projects and identifies project costs and associated risks.
- D3.17 The Scope of Services identified under D4 will apply to the following work within the project parameters identified in D3.16:
- (a) Existing pavement/sidewalk infrastructure improvements and related works;
  - (b) Connections to existing and future pedestrian facilities;



- (c) Bicycle parking and access;
- (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, etc.).

#### **D4. SCOPE OF SERVICES**

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

- (a) Project Planning as outlined in D5;
- (b) Preliminary Design as outlined in D6; and
- (c) Implementation Plan as outlined in D7;

D4.2 The deliverables associated with D4.1 are outlined in D8.

D4.3 Purpose of Study:

- (a) To develop a detailed engineering plan that includes the preliminary design of the identified rights-of-way of the North East Exchange District and an implementation plan to prioritize and schedule the proposed work. The plan will be a proactive approach to have cost certainty for the proposed various works and sufficient lead time to coordinate any required improvements to the above ground and subsurface utilities. The plan will also ensure consistency in the design intent and feel of the rights-of-way for the area.

D4.4 Objectives of the project are to:

- (a) Ensure the rights-of-way match the anticipated land use;
- (b) Ensure all planned surface works improvements are well coordinated with planned underground improvements;
- (c) Ensure the area is walkable and accessible;
- (d) Provide recommendations to improve the rideability, drainage and condition of the pavement for the various streets in the area;
- (e) Ensure public transit amenities are accessible and available;
- (f) Identify any improvements to bicycle parking or facilities;
- (g) Ensure the design conforms to CPTED principles, such as ensuring the rights-of-way are adequately lit;
- (h) Provide sustainable and practical solutions for new tree installations, street lighting and other public amenities; and
- (i) Determine loading and on street parking supply.

#### **D5. PROJECT PLANNING**

D5.1 Confirm the Scope of Work and extents of the Study Area required using professional engineering judgement.

D5.2 Prepare a 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.

D5.3 Develop a series of goals and performance measures consistent with City of Winnipeg policies and planning documents to guide the design process:

- (a) Confirm the project objectives and define the design intent.

D5.4 Local Stakeholder and Public Engagement and Consultation:

- (a) Develop a local stakeholder engagement process involving residents, businesses, interest groups, and other stakeholders as well as internal City staff. Provide a profile and rationale for the inclusion of the proposed stakeholders. The purpose of the stakeholder involvement will be both to seek their input and to identify local infrastructure and transportation issues;
- (b) A minimum of one public open house or workshop is anticipated for this project. The open house is to be located within the area. The purpose of the open house will be both to seek support for the proposed designs and provide additional input into the further development of the designs to achieve an acceptable level of validation;
- (c) Develop content for communications to stakeholders and local residents/businesses. This includes, but is not limited to direct letters and updates, press releases, and advertisements;
- (d) The proposed fees shall exclude the logistical costs associated with the open house(s) (e.g. room/equipment rentals, advertising, printing costs, refreshments, etc.);
- (e) The use of social media will not be required as the engagement and consultation process will be localized;
- (f) Arrange targeted meetings with the public and other stakeholders, if necessary, to ensure that outstanding issues are addressed; and
- (g) Advise on the public participation strategy as necessary.

D5.5 Review adjacent land use:

- (a) Identify and map out types of land use and announced and anticipated redevelopments to ensure infrastructure improvement recommendations are consistent with future land use. A map showing the anticipated development in the East Exchange is shown in Appendix C;
- (b) Identify existing encroachments;
- (c) Identify historical sites and buildings;
- (d) Conduct an environmental investigation to identify any site contamination issues that will need to be addressed during construction;
- (e) Review and identify any existing area ways. Provide recommendations for abandoning, maintaining, or protecting during the detailed design and construction phases; and
- (f) Review available historic data and identify any existing historical foundations remaining in the rights-of-way.

D5.6 Perform a transportation facilities needs assessment for each mode of transportation:

- (a) Perform a pedestrian facilities needs assessment:
  - (i) Identify desire lines and required improvements for pedestrian connectivity;
  - (ii) Identify transit stops locations, conditions, amenities, and provide recommendations for improvements;
  - (iii) Make recommendations for pedestrian environment improvements, such as:
    - (i) Provision for wider sidewalks, possible encroachment opportunities, lighting requirements, conformance to CPTED principles, accessibility issues, shared spaces, pedestrian areas, etc.
- (b) Perform a vehicular needs assessment:
  - (i) Review required routes for delivery and service trucks to accommodate the preliminary geometric design process;
  - (ii) Review and identify existing loading and parking restrictions and provide recommendations for improvements;
  - (iii) Provide recommendations for the required lane widths and lane types.
- (c) Perform a cycling facilities needs assessment:
  - (i) Identify connectivity requirements to the regional cycling network;
  - (ii) Identify needs for bicycle parking;

- (iii) Identify needs for local facilities and define the type, if any.

D5.7 Perform a pavement condition assessment:

- (a) Provide recommendations for pavement condition improvements for each street and public lane segment (e.g. mill and fill, thin bituminous overlay, major rehabilitation, pavement widening/narrowing, new construction or no treatment);
- (b) Recommendations are to be consistent and analogous with the recommendations for transportation facility improvements;
- (c) Provide recommended timelines for the required pavement condition improvements to provide the most value.

D5.8 Assess the condition and location of underground and above ground utilities and identify required renewals or system upgrades:

- (a) Televisive and assess underground municipal utilities:
  - (i) Determine the extent of sewer CCTV inspections required and undertake the inspections in accordance with Public works Sewer Televising Guidelines that is found in Appendix D. Fees associated with undertaking the inspections and review of the inspection recordings should not be included in the Proposal Submission, but will be negotiated when the extent of CCTV inspections has been determined;
  - (ii) Identify required repairs and renewals in coordination with the WWD.
- (b) Consult with the WWD identify short term and long-term system improvements;
- (c) Identify high risk utilities and provide recommendations for further studies required to aid in accommodating those utilities during the detailed design and construction phases;
- (d) Assess above ground and subsurface utilities and identify required burials and new plant modifications and expansion:
  - (i) Coordinate with Manitoba Hydro, Shaw, fibre optic carriers and MTS to review possible system improvements or infrastructure condition improvements with those utilities and integrate their short term and long term plans into the design of the rights-of-way;
  - (ii) Provide recommendations for the burial of any above ground utilities and coordinate with the respected utilities to incorporate that work into the plan and aid them as required to produce cost estimates;
  - (iii) Identify required relocations of Manitoba Hydro plants. It is anticipated that Manitoba Hydro will design and relocate their plant.

D5.9 Right-of-way Planning:

- (a) Prepare cross sections for each of the streets within the Study Area that will accommodate the identified transportation facility needs and improvements. Cross sections are to show the existing and proposed cross sections and shall include all required elements and dimensions;
- (b) Prepare an overall large scale plan of the area that summarizes all of the transportation facility improvements, infrastructure improvements and required treatments;
- (c) Prepare a conceptual design and high level cost estimate associated with relocating any underground infrastructure to accommodate a potential narrowing of the James Avenue right-of-way to accommodate a larger building footprint on the James Avenue Pump Station Site;
- (d) Review the traffic and connectivity impacts associated with closing the north-south leg of Amy Street to accommodate a new parkade. Provide geometric solutions to accommodate the recommendations, if any;
- (e) Produce a tree canopy concept for the area. The City Forestry Branch will identify existing trees that will not be permitted for removal and will provide monetary values and the state of condition for existing trees in the Study Area.

- D5.10 Review the existing performance of the recently renewed Market Avenue. This will allow the continued design of the Study Area to proceed in a more informed and improved way:
- (a) Review the winter performance and resistance to seasonal impacts;
  - (b) Review the as-built construction details and with consideration of the in-situ performance, provide recommendations for improvement, if any;
  - (c) Review the amenity conditions and required maintenance.

## **D6. PRELIMINARY DESIGN**

- D6.1 Preliminary Design Services are defined in Appendix A: Definition of Professional Consultant Services – Engineering.
- D6.2 Where applicable, road designs must address:
- (a) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
  - (b) The draft 2012 update to the City of Winnipeg's *Transportation Standards Manual* (Previous version 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*;
  - (h) The draft version of the *Exchange District Sidewalk Guidelines*. This draft version will be made available to the successful proponent.
- D6.3 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, 4<sup>th</sup> Edition.
- D6.4 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](http://www.winnipeg.ca)):
- (a) OurWinnipeg (adopted July 12, 2011);
  - (b) OurWinnipeg Sustainable Transportation Strategy (adopted July 12, 2011);
  - (c) Winnipeg Transportation Master Plan (adopted November 16, 2011).
- D6.5 Conduct surface and sub-surface site explorations, measurements, investigations and surveys needed as may be mutually agreed to by the City:
- (a) Review available sub-surface investigations;
  - (b) Determine where additional site investigation services are required, engage the services of appropriate qualified Subconsultant personnel, including but not limited to geotechnical sampling and analyses. Fees associated with undertaking the geotechnical investigation should not be included in the Proposal Submission, but will be negotiated when the extent of pavement coring and geotechnical testing has been determined. Geotechnical investigation requirements are found in Appendix E.
- D6.6 No preliminary design of improvements to land drainage infrastructure is required for this Project other than for catch basins and leads.

- D6.7 Document all design criteria by component, including but not limited to structures, roads, drainage and utilities.
- D6.8 Identify and/or confirm property requirements or surplus right-of-way and provide necessary information to the City of Winnipeg to support the property acquisition or closing of right-of-way process including drawings if necessary.
- D6.9 Development of project aesthetics including streetscaping, landscaping and structure architectural details:
- (a) The streetscaping plan shall consider Historical attributes related to the various streets or area;
  - (b) The streetscaping plan shall include all necessary details that are not found within the City of Winnipeg Standards Construction Specifications;
  - (c) The streetscaping plan shall identify the use of consistent elements that are acceptable to the community and City stakeholders;
  - (d) The streetscaping plan shall consider gateway treatments and area identifiers.
- D6.10 Identify and address stakeholders needs.
- D6.11 Prepare preliminary design plan and profile drawings in sufficient detail to produce Class 3 (expected accuracy between  $\pm 25\%$ ) cost estimates.
- D6.12 Prepare a Class 3 estimate of costs broken down per street segment.
- D6.13 Undertake a pavement design analysis that recommends a pavement structure.
- D6.14 Include any and all associated ancillary services required to successfully complete the preliminary design to the satisfaction of The City of Winnipeg.

## **D7. IMPLEMENTATION PLAN**

- D7.1 Develop an implementation plan and prioritize improvements:
- (a) Develop prioritization criteria that should consider at a minimum:
    - (i) the current rate of street segment pavement condition deterioration;
    - (ii) utilities improvements and required relocations;
    - (iii) funding availability, the City of Winnipeg will provide a list of possible sources of funding;
    - (iv) safety issues; and,
    - (v) the timing of current construction projects in the area and proposed land redevelopments. The implementation plan should strategize how to reduce pavement cuts in new pavement due to redevelopment.
- D7.2 Identify any required approvals from the appropriate regulatory agencies as necessary.
- D7.3 Prepare projected operational strategies and costs estimates in coordination with City Stakeholders:
- (a) Provide recommendations for a source of funding for any additional required energy;
  - (b) Identify any foreseen increased maintenance and provide recommendations for performance of this work;
  - (c) Provide any recommendations necessary for the long term management of the streetscaping components.
- D7.4 Produce a general timeline for all improvements in coordination with City Stakeholders.
- D7.5 Integrate all proposed new works or renewals into the Implementation Plan:

- (a) Correlate with the CSO program;
- (b) Correlate with all WWD programs;
- (c) Coordinate with the WWD to identify priorities for their infrastructure, and projected timelines for that work;
- (d) Confirm the underground work fits in the schedule (10-yr plan);
- (e) Attain or produce costs estimate associated with each segment of underground work.

D7.6 The implementation plan shall include a schedule with all pertinent information.

D7.7 The implementation plan shall consider a 10-year horizon for all improvements.

## **D8. DELIVERABLES**

D8.1 Prepare a final report documenting the planning process, recommended preliminary designs and implementation plan. Six (6) hard copies shall be submitted along with an electronic PDF version properly bookmarked. The reports shall be sealed by a Professional Engineer.

D8.2 The preliminary design drawings should be submitted with the relevant requirements described in Appendix F – As-built Drawings Requirement's for Public Works Projects.

## **D9. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D9.1 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.

D9.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.

D9.3 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.

D9.4 A Consultant who violates any provision of D9 may be determined to be in breach of Contract.

## **SUBMISSIONS PRIOR TO START OF SERVICES**

### **D10. AUTHORITY TO CARRY ON BUSINESS**

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

### **D11. INSURANCE**

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

- D11.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
    - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
    - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
    - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, 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.
- D11.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.
- D11.3 The policies required in D11.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D11.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D11.2(a).
- D11.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D11.10.
- D11.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D11.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D11.8 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.
- D11.9 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 D11.8.

D11.10 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **D12. COMMENCEMENT**

D12.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.

D12.2 The Consultant shall not commence any Services until:

- (a) the Project Manager has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D10;
  - (ii) evidence of the insurance specified in D11;
- (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D12.3 The City intends to award this Contract by October 18, 2013.

### **D13. CRITICAL STAGES**

D13.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

- (a) Completion of the Preliminary Design of Amy Street from Rupert Avenue to James Avenue by November 29, 2013.
- (b) Completion of the conceptual design and high level cost estimate associated with relocating any underground infrastructure to accommodate a potential narrowing of the James Avenue right-of-way to accommodate a larger building footprint on the James Avenue Pumping Station Site by November 29, 2013.
- (c) Completion of the Preliminary Design of Market Avenue between Lily Street and Bertha Street by May 3, 2014.



## **PART E - SECURITY CLEARANCE**

### **E1. SECURITY CLEARANCE**

- E1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
  - (b) any Work within City facilities other than:
    - (i) an underground structure such as a manhole;
    - (ii) in areas and at times normally open to the public;
  - (c) communicating with residents and homeowners in person or by telephone.
- E1.1.1 Each Individual shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence. Or
- (a) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .
- E1.1.2 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- E1.2 Prior to the commencement of any Work specified in E1.1, 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.
- E1.3 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 E1.1.
- E1.4 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.
- E1.5 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 E1.1.