



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 944-2016

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
2017 WALK BIKE INFRASTRUCTURE PROGRAM: MCDERMOT AVENUE
PROTECTED BIKE LANES, TRANSCONA TRAIL EXTENSION AND VARIOUS
OTHER LOCATIONS**

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 2017 WALK BIKE INFRASTRUCTURE PROGRAM: MCDERMOT AVENUE PROTECTED BIKE LANES, TRANSCONA TRAIL EXTENSION AND VARIOUS OTHER LOCATIONS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 22, 2016.

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

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

B3. ENQUIRIES

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

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

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

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

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

B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

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

B4. CONFIDENTIALITY

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

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

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

B5. ADDENDA

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

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
 - (b) Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Management Proposal – Consultant and Subconsultants (Section C), in accordance with B9;
 - (b) Management Proposal – Project Team (Section D), in accordance with B10;
 - (c) Technical Proposal (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) copies (copies can vary subject to B6.6) for sections identified in B6.1 and B6.2.
- B6.5.1 Further to B6.5, the Proposal(s) shall be submitted on 8.5" x 11" paper, with a font of not less than 11 pt Arial; margins of not less than 0.75"; line spacing of not less than single; and shall be no more than fifteen (15) pages in length, exclusive of the required form(s). Only the first fifteen (15) pages of each proposal will be evaluated.
- B6.5.2 Further to B6.5.1, anything included as an appendix will not be evaluated.
- B6.6 Further to B6.5 and B6.5.1, a total of two (2) of the fifteen (15) total pages may be presented on 11" x 17" paper, with the copies only.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).

B6.8 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.

B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

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

B6.11 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 his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

B8. FEES (SECTION B)

- B8.1 The Proponent shall complete Form B: Fees, summarizing all applicable fees.
- B8.2 The Proposal shall include the total Fees for all disciplines, identified and necessary for all phases identified in D4 Scope of Services including:
- (a) Project planning and Preliminary Design;
 - (b) Detailed Design and Contract (Bid Opportunity) Preparation;
 - (c) Contract Administration services; and
 - (d) Post-Construction services.
- B8.3 Adjustments to Fees will only be considered based on increases to the Scope of Services, as approved by the Project Manager.
- 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 entered in each column of Form B: 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, materials testing services, Underground Structures acquisitions, pipeline loading assessments, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation, or those included in B8.4. No other disbursements will be permitted.
- B8.5.1 Further to B8.5, the Contract Award shall include, in addition to the Total Bid Price, an allowance for the costs of any site investigation (geotechnical) services, materials testing services, Underground Structures acquisitions, pipeline loading assessments, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation in the amount of up to 15% of the Total Bid Price;
- B8.5.2 Further to D15.2(c)(iii) and D15.2(c)(iv), the Allowable Disbursements shall be identified separately on each invoice.
- B8.6 The Fees associated with Preliminary Design shall:
- (a) be a Fixed Fee;
 - (b) include Allowable Disbursements;
 - (c) be entered in column (a) of Form B: Fees.
- B8.7 The Fees associated with Detailed Design shall:
- (a) be a Fixed Fee;
 - (b) include Allowable Disbursements;
 - (c) be entered in column (b) of Form B: Fees.
- B8.8 The Fees associated with Contract Administration shall:
- (a) be a Total Maximum based on Hourly Rates;
 - (b) be based on the number of working days identified for the project in Appendix B. The actual number of working days will be established during Detailed Design with consultation and concurrence of the Project Manager. Fees will be adjusted according to the actual number of working days agreed upon;**
 - (c) include Allowable Disbursements;
 - (d) include Fees for supervision of any services anticipated in D4.2;

(e) be entered in column (c) of Form B: Fees.

B8.9 The Fees associated with Post-Construction Services shall:

- (a) be a Total Maximum based on Hourly Rates;
- (b) include Allowable Disbursements;
- (c) be entered in column (d) of Form B: Fees.

B8.10 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.

B8.11 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. MANAGEMENT PROPOSAL – CONSULTANT AND SUBCONSULTANTS (SECTION C)

B9.1 The Management Proposal should describe the experience of the Proponent and any Subconsultants, including:

- (a) general firm profile information, including years in business, average volume of work, number of employees, including local office information and other pertinent information for the Proponent and all Subconsultants;
- (b) details demonstrating the history and experience of the Proponent and Subconsultants in providing design, management of construction and contract administration services on a minimum of three projects of similar size and complexity.

B9.2 For each project listed in B9.1, the Proponent should submit:

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted cost and final cost;
- (d) design and construction schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
- (e) project owner.

B9.3 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B9.4 Reference information (two current names with telephone numbers per project) must be made available upon request of the Project Manager.

B10. MANAGEMENT PROPOSAL – PROJECT TEAM (SECTION D)

B10.1 Proponent's project management approach:

- (a) Proposal's should include a methodology describing your team's project management approach and organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent and Subconsultant(s) will use in the delivery of the project.
- (b) Methodology should identify:
 - (i) job function for each identified individual and group of individuals identified in B10.2(a);
 - (ii) **should include time estimates by work activity and in total, including hourly rates, for each person identified in B10.2(a). Time estimates should also include all staff associated with the project including survey, drafting, clerical and any other support staff. Hourly rates are not required for staff not identified in B10.2(a);**
 - (iii) an organizational chart for the Project.

- B10.2** Proposals should include, **in tabular form**:
- (a) names of the key personnel assigned to the Project, who shall not be substituted without written permission from the Project Manager (Any professional whose charge out rate equals or exceeds one hundred dollars per hour should also be considered key personnel. Substitutes or back-up personnel should not be listed in the proposal.);
 - (b) the experience and qualifications of the key personnel assigned to the Project, including:
 - job title;
 - educational background and degrees;
 - professional affiliation;
 - years of experience administering projects for the City of Winnipeg;
 - years of experience in current position;
 - years of experience in design; and
 - years of experience in construction administration.
 - (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) roles of each of the key personnel in the Project should be identified in the organizational chart presented in B10.1(b)(iii).
- B10.3** Proposals should include, for each person identified in B10.2(a), a list of at least **three (3) projects** comparable in scope and complexity, in which the person listed did comparable work and played a comparable role. Provide the following:
- (a) description of project;
 - (b) role of the person;
 - (c) project owner.
- B10.4** Further to B10.3, and upon request of the Project Manager, the Proponent must be able to provide, for each person identified in B10.2(a), two current references, including telephone numbers, for each project listed.
- B10.5** Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B10.6** Proposals may also address any other information that conveys the Proponent's understanding of the Project requirements.
- B10.7** Key Personnel should include:
- (a) A Bicycle Facilities Design Expert with extensive experience in the successful design of complex protected bicycle facilities within North America.
- B11. TECHNICAL PROPOSAL (SECTION E)**
- B11.1** 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.
- B11.2** 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 and urban design issues;
 - (ii) the team's understanding of the proposed Project Estimate;
 - (b) the Proponent's technical approach and methodology to complete the Services;

- (c) the collaborative process/method to be used by the team in the various phases of the Project;
- (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 Scope of Services.

B11.3 Methodology should be presented in accordance with the Scope of Service phases as defined in D4, as well as in PART E – SPECIFICATIONS and Appendix A – Definition of Professional Consulting Services – Engineering – Public Works.

- (a) Details of the Scope of Services are provided in D4 to D8, as well as Appendix B – Project Locations and Technical Scoping.

B12. PROJECT SCHEDULE (SECTION F)

B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with **resource assignments**, durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes, not exceeding the time specified in D14.

B13. DISCLOSURE

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

B13.2 The Persons are:

- (a) MMM Group Limited for the Functional Design of the McDermot Avenue Protected Bike Lanes from Arlington Street to Kate Street
- (b) TetraTech WEI for the Feasibility Study of the Transcona Trail from Panet Rd to Regent Avenue W

B13.3 Additional Material:

- (a) Functional Design Report and Appendices as per B13.2(a)
- (b) Feasibility Study Report as per B13.2(b)

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.

- 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.
- 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 Proponents and the Contract amount of the successful Proponent 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 his/her 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 his/her 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) Management Proposal – Consultant and Subconsultants; (Section C)	5%
(e) Management Proposal – Project Team (Section D)	30%
(f) Technical Proposal (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.
- B20.4.1 If there is any discrepancy between the Total Fees on Form B: Fees and the sum of the Fees submitted on Form B: Fees, the sum of the Fees shall take precedence.
- B20.5 Further to B20.1(d), the Management Proposal – Consultant and Subconsultants will be evaluated considering the experience of the organization (firm or firms) on projects of similar size and complexity.
- B20.6 Further to B20.1(e), the Management Proposal – Project Team will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, as well as your team’s project management approach and team organization.
- B20.7 Further to B20.1(f), the Technical Proposal will be evaluated considering the Proponent’s demonstrated understanding of the Project’s technical and functional requirements, and the proposed methodology.
- B20.8 Further to B20.1(g), the Project Schedule will be evaluated considering the Proponent’s demonstrated ability to comply with the requirements of the Project, including, but not limited to, any Critical Stages identified.
- 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 will be assigned to the incomplete part of the response.
- B20.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.

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 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2017 Capital and Operating Budgets. If the Capital and Operating Budgets approved by Council do not include sufficient funding for the Work, the City will have no obligation to award a Contract.
- B21.5 The City may, at its discretion, award the Contract in phases. Contract Administration and Post-Construction phases associated with the Project Locations identified in D3.2.1 cannot be awarded prior to the approval of the 2017 Capital Budget, except with the approval of Council. The Project Planning and Preliminary Design and the Detailed Design and Contract Preparation phases associated with the Project Locations identified in D3.2.1 are anticipated to be awarded prior to Council approval of the 2017 Capital Budget. A separate letter of intent for the Contract Administration and Post-Construction phases associated with the Project Locations identified in D3.2.1 will be issued if sufficient funding is approved in the 2017 Capital Budget.
- B21.6 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B21.6.1 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.
- B21.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.8 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B21.9 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*, these Supplemental Conditions are applicable to the Services of the Contract.

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Ryan Cunningham, P. Eng.

Telephone No. (204) 986-4731

Email Address: rcunningham@winnipeg.ca

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

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

D3. BACKGROUND

D3.1 On July 15, 2015 City of Winnipeg Council approved the Pedestrian and Cycling Strategies (PCS) which provide a vision and roadmap for the future of walking and cycling in Winnipeg. The process and associated results of the work to be performed for the projects within this Request for Proposal must meet the Vision and Goals set forth in the PCS. The PCS are available at <http://walkbike.winnipeg.ca>.

D3.2 The Pedestrian and Cycling Program is a new annual program of the City of Winnipeg's Capital Budget, not yet adopted by Council.

D3.2.1 Further to D3.2, the project locations identified below are listed for inclusion in the Capital budget year 2017.

- (a) Keewatin Street from Burrows Avenue to Inkster Boulevard;
- (b) McDermot Avenue from Arlington Street to Furby Street;
- (c) Sherbrook Street from Cumberland Avenue to McDermot Avenue;
- (d) Transcona Trail Extension from Panet Road to Regent Avenue W.

D3.3 The Streets Maintenance Pavement Preservation Program is part of the annual Streets Maintenance Operations Budget. Asphalt overlays are generally meant to improve drainage, re-establish cross fall, improve rideability and slow down joint deterioration. This maintenance program is meant to lengthen the overall service life of the pavement.

D3.3.1 Further to D3.3, the project location identified below will be funded through the Streets Maintenance Pavement Preservation Program.

- (a) Sherbrook Street from Notre Dame Avenue to William Avenue.

D3.4 The Project Locations and budgets are recommended by the Public Service and adopted by City Council.

D3.5 All required public engagement including external stakeholder meetings related to the design of the facilities will be performed and led by the City of Winnipeg. It is expected that the Consultant will be available to participate in stakeholder meetings.

D3.6 Keewatin Street from Burrows Avenue to Inkster Boulevard

- D3.6.1 Keewatin Street is listed as a high priority bicycle spine in the PCS.
- D3.6.2 No functional designs or concepts have been prepared to date. The City envisions an off street pathway on the west side of the street. Proponents are to discuss possible options that will be looked at or issues that will need to be addressed as part of their proposal submission. The designs will have to identify how the facility can be extended southwards through the intersection that would be done as part of another contract.
- D3.6.3 The City does not desire to upgrade the signalized intersection of Inkster Blvd and Keewatin St at this time. The reason is that this is a brand new intersection and has high volumes of trucks.
- D3.6.4 A new bidirectional off-street pathway was completed in 2016 on the west side of Keewatin Street/Dr. Jose Rizal Way from Inkster Boulevard to Water Ridge Path. There is an existing off-street multi-use pathway on the south side of Inkster Boulevard between Inksbrook Drive and Keewatin Street.
- D3.6.5 The City intends to continue the proposed pathway from Burrows Avenue to Gallagher Ave West as part of future Regional Street renewal projects. This will require retaining walls and possible slope stabilization along the west side of the Keewatin Street CP Rail Underpass.
- D3.6.6 A new signalized intersection was installed in 2016 at Keewatin Street and Kinver Avenue.

D3.7 McDermot Avenue from Arlington Street to Furby Street

- D3.7.1 McDermot Avenue is a high priority in the PCS.
- D3.7.2 On May 27, 2015 Council approved the 2015 Pedestrian and Cycling Action Plan that had the Public Service complete the West Alexander pedestrian and cycling corridor study between Sherbrook St and McPhillips St where extensive public engagement took place.
- D3.7.3 A funding application with the Provincial and Federal Government has been submitted for financial contribution to this project.
- D3.7.4 Constructing new protected bike lanes on McDermot Avenue from Arlington Street to Furby Street is to be done in conjunction with sidewalk and road renewal. The construction type will vary along McDermot Avenue and may not be the same for the bike lanes portion and the roads portions and could include sections with either mill and fill, major rehabilitation, and/or reconstruction. Sidewalks are to be renewed where required.
- D3.7.5 Due to budget limitations landscaping is to be minimized to boulevard restoration and no streetscaping is anticipated.
- D3.7.6 Watermain work is required on McDermot Avenue and will be part of another contract and will need to be coordinated with this work.
- D3.7.7 The City will be initiating a functional design study to continue the protected bike lanes along McDermot Ave and/or Bannatyne Ave as part of another contract.
- D3.7.8 The recommended raised pedestrian crossings along McDermot Ave and raised intersection at Emily Street can be considered deletable if determined there are budgetary constraints during the design process.

D3.8 Sherbrook Street from Cumberland Avenue to William Avenue

- D3.8.1 Sherbrook Street is a high priority in the PCS.
- D3.8.2 Sherbrook Street has separated bicycle facilities from along various segments. In 2016 work on the facility was continued from Ellice Avenue to Cumberland Avenue using bollards. The work of this project will continue to extend the last portion of the facility.

- D3.8.3 The roadway section of Sherbrook Street from Cumberland Avenue to Notre Dame Avenue was recently renewed in 2016. Rework will be required on the east side in this section to add the protected bike lane.
- D3.8.4 The design of the new Manitoba Clinic on the corner at 790 Sherbrook Street, which is currently under construction, includes an overhang with columns fronting Sherbrook Street. This will enable Sherbrook Street to be shifted west to allow room for the protected bike lane on the east side between Notre Dame Avenue and McDermot Avenue. Pedestrians would walk under the overhang of the new building. As part of the building construction the sidewalk will be reconstructed in front of the building, which will need to be coordinated with this project.
- D3.8.5 Property is required on the east side of Sherbrook Street near McDermot Avenue.
- D3.8.6 The City desires to perform Asphalt Overlay Preservation on Sherbrook St from Notre Dame Avenue to William Avenue, in accordance with E1.
- D3.8.7 Watermain work is required on the same section of Sherbrook Street and will be part of another contract.

D3.9 Transcona Trail Extension from Panet Road to Regent Avenue W

- D3.9.1 The Transcona Trail Extension is a moderate/high priority in the PCS.
- D3.9.2 The facility would be a continuation of the current facility that is located on the north side of Regent Avenue W near Peguis Street. The facility will run adjacent to the railway lines, crossing under Lagimodiere Boulevard.
- D3.9.3 The proposed alignment for the facility is in the study area for the Eastern Corridor Study and is not expected to conflict with the work of that study.
- D3.9.4 A funding application with the Federal Government has been submitted for financial contribution to this project.
- D3.9.5 Property acquisitions and/or easements will be required.
- D3.9.6 Pathway lighting is required and will be designed and installed by Manitoba Hydro with input from the City of Winnipeg. The successful proponent is expected to coordinate with Manitoba Hydro for the pathway lighting during design and installation.
- D3.10 Additional Information to be Provided Upon Request to Bidders
- D3.10.1 The following information will be provided during the RFP period upon request to the Project Manager:
- (a) McDermot Avenue Functional Design Report and Appendices;
 - (b) Sherbrook Street Cumberland Avenue to McDermot Avenue T-Drawing;
 - (c) Transcona Trail Extension Panet Road to Regent Avenue W Feasibility Study;
 - (d) Transcona Trail Extension Rougeau Avenue to Regent Avenue W T-Drawing.

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall be conducted in the following phases:
- (a) Project planning and Preliminary Design as outlined in D5;
 - (b) Detailed Design and Contract (Bid Opportunity) Preparation as outlined in D6;
 - (i) design and Specification development;
 - (ii) drawing and Specification preparation;
 - (iii) procurement process;
 - (c) Contract Administration services as outlined in D7;
 - (d) Post-Construction services as outlined in D8.

- D4.2 Within the Project phases in D4.1, the Consultant may be required – depending upon location and technical scope of services – to conduct site investigation (geotechnical) services, materials testing services, Underground Structures acquisitions, pipeline loading assessments, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation.
- D4.2.1 Notwithstanding C8, Fees for Subconsultants engaged to perform services in D4.2 shall be payable as invoiced by the Subconsultant, plus an allowed handling fee of 5%.
- D4.2.2 Consultant Fees for supervision of Subconsultants required to perform any services in D4.2 shall be considered as a Contract Administration Service, and included with Fees proposed in B8.8.
- D4.3 The major components of the work required within this Project shall consist of:
- (a) New Bicycle Facility Construction;
 - (b) Roadway Pavement Renewal;
 - (c) Roadway Pavement Preservation – Asphalt Overlay.
- D4.4 The following shall apply to the Services:
- (a) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
 - (b) Appropriate geometric and transportation standards and guidelines set by the Transportation Association of Canada (TAC);
 - (c) City of Winnipeg's Transportation Standards Manual (Draft 2012);
 - (d) Accessibility Design Standards (2015);
 - (e) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (2009);
 - (f) City of Winnipeg's Tree Removal Guidelines;
 - (g) The current edition of The City of Winnipeg Standard Construction Specifications;
 - (h) Current and best practices in pedestrian and cycling infrastructure design;
 - (i) Winnipeg Pedestrian and Cycling Strategies.
- D4.5 The successful proponent will coordinate their activities with (including but not limited to):
- (a) All utilities, including but not limited to Manitoba Hydro and Manitoba Telecom Systems.
 - (b) City of Winnipeg (various departments and branches), including but not limited to Public Works Engineering, Parks, Traffic Signals, Traffic Services, Traffic Management, Transportation Planning, Transit Department, Planning Property & Development Department, Real Estate, Urban Design, Insurance, Legal Services, and Materials Management.
 - (c) The Water and Waste Department and/or their representative(s), specifically for the renewal or abandonment of the watermains.
 - (d) The construction of the new Manitoba Clinic.
- D4.6 The successful proponent will ensure the following requirements are addressed:
- (a) confirming conflict area locations identified, and identify new locations where required, for durable green paint marking, and/or conflict areas and bike boxes;
 - (b) modifications to existing roadside protection and/or installation of new road side protection where required; and
 - (c) hard surfacing of the boulevards within the project limits in accordance with the City's Accessibility Design Standards.
- D4.7 The successful proponent will identify and confirm all property and/or easement requirements and prepare required drawings.

- D4.8 The City will identify, arrange and lead all external stakeholder meetings to facilitate receiving input feedback to aid in the design process. Representatives from the Consultant are to attend all meetings to address the findings.
- D4.9 The Consultant may tender the projects together or separately, whichever is recommended as the most effective way to deliver. In addition, if the successful proponent has a street renewal project in a nearby area as part of another Bid Opportunity for the City, one or some of these projects could be added.
- D4.10 The City is to be kept apprised of any construction budgetary issues or opportunities as the design progresses.
- D4.11 Develop construction staging plans as required.
- D4.12 The Project Locations and technical scope of work for each are provided in Appendix B.
- D4.13 Project Locations are subject to the adoption of the Budget by City Council. Substitutions and/or deletions may occur within the Project Program and may result in an adjustment in Fees as per B8.3.
- D4.14 Project Location technical scope is subject to final approval of the Project Manager.
- D4.15 Unless otherwise specified below, Appendix A – Definition of Professional Consultant Services – Engineering – Public Works shall be applicable to the provision of Professional Engineering services for the Project Locations listed in Appendix B.

D5. PROJECT PLANNING & PRELIMINARY DESIGN

- D5.1 Preliminary Design Services associated with the Contract are described in Appendix A.
- D5.2 The Consultant is responsible for:
- (a) In consultation with the Project Manager, determining the extent to which Site investigation is required;
 - (b) Field surveys;
 - (c) Acquiring the historical and as-built drawings within Project limits from Underground Structures;
 - (d) Referring to (E3) the Sewer Televising Guidelines for Public Works Projects, determining the extent to which the sewer infrastructure (i) requires inspection, and ii) in consultation with the Water & Waste Department and the approval of the Project Manager, requires repairs or renewal;
 - (e) Engaging the services of appropriate qualified Subconsultant personnel where additional services are required, including, but not limited to: site investigation (geotechnical) services (E4), materials testing services, pipeline loading assessments, closed circuit television (CCTV) sewer inspection (E3) and/or hazardous materials investigation;
 - (f) Detailed examination of access and parking requirements for abutting residents/businesses;
 - (g) Construction staging plans that minimize disruption to the public. Assumptions must be stated in the Proposal;
 - (h) Providing Project details and regular Project updates to the Accela right-of-way coordination system;
 - (i) Developing, evaluating and providing a recommended design option where required to be approved by the City prior to commencing detailed design;
 - (j) Provide recommendations for type and location of traffic control devices; and

- (k) Connections to existing facilities are to be included in the design as to not generate more gaps in the network. Examples include a safe connection to Church Avenue from Keewatin Street, and the bicycle connection to Maryland Street from McDermot Avenue.

D6. DETAILED DESIGN & CONTRACT PREPARATION

D6.1 Detailed Design Services associated with the Contract are described in Appendix A.

D6.2 Designs to be submitted for review must:

- (a) Be sealed by a Professional Engineer, registered in the Province of Manitoba.
- (b) Include a pavement design brief for new or reconstruction of Regional, Collector or Industrial Street Pavements, and for new or reconstruction of Street Pavements that are Bus and/or Truck routes.
- (c) Include the pavement cross section (where applicable).
- (d) Include the dimensioned jointing design (where applicable).
- (e) Include pavement/pathway markings (where applicable).
- (f) Conform to the Manual for the Production of Construction Drawings for the City of Winnipeg, Works and Operations Division (November 1984).
- (g) Allow six weeks for circulation to Underground Structures.
 - (i) Ensure that separate copies are sent to affected utilities, with specific requests made for estimates, where required.

D6.3 The Bid Opportunity documents must be prepared:

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

D6.4 The City will hire a third party consultant to perform a safety audit of the detailed design. The successful proponent must address the findings of the safety audit.

D7. CONTRACT ADMINISTRATION

D7.1 Contract Administration Services associated with the Contract are described in Appendix A.

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

- (a) Ensuring persons with demonstrated experience are assigned to administer the Project for the duration of the Project, with personnel changes only upon approval of the Project Manager;
- (b) Timely processing of accurate progress payments and invoices; and
- (c) Conducting pre-award and pre-construction meetings with formal notes as described in the City of Winnipeg's Manual of Project Administration Practice (DRAFT March 1992 – see Appendix B).

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

- (a) Coordination of the day-to-day Site activities;
- (b) Ensuring construction contractor conformance to the City of Winnipeg's Manual of Temporary Traffic Control;
- (c) Full-time inspection;
- (d) Field and/or laboratory testing and verification of construction material quality;

- (e) Field measurement and verification of construction material quantities in a manner so as to minimize contract disputes;
- (f) Provision of periodic and timely updates to the Project Manager on progress and/or expenditures, through:
 - (i) Regular Site meetings with formal minutes as described in the City of Winnipeg's Manual of Project Administration Practice (DRAFT March 1992), including the date, location & attendees. Issues, updates and amendments must be itemized and dated.
 - (ii) Other formal and/or informal documented means.
- (g) Representation of the City to the local residents and businesses in a professional manner, with responsible and prompt responses to reasonable requests (minimizing impact and/or disruption of the Project to the extent possible);
- (h) On-going updates to the lane-closure information line as required;
- (i) Supervision of Subconsultants required to perform any services under D5.2(e); and
- (j) Provision of Project details and regular Project updates to the Accela right-of-way coordination system.

D8. POST-CONSTRUCTION

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

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

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

D8.3 Submission of a final construction report is to be submitted within three months of Substantial Performance of the construction contract, including:

- (i) Summary report – a brief (three to five page) description that includes:
 - ◆ Services accomplished, including initial and final scope of Project
 - ◆ For new street pavements – Final pavement design
 - ◆ For pavement rehabilitations – Amount of concrete repairs by percentage of surface
 - ◆ For pavement rehabilitations – Average thickness of asphalt placement
 - ◆ Issues encountered and resolutions achieved
 - ◆ Any outstanding services or issue-resolutions required
 - ◆ Final or projected final contract cost
 - ◆ Daily field reports (as an appendix)
 - ◆ Field test reports (as an appendix)
- (ii) Photographs – total minimum of 12, maximum of 20; 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):
 - ◆ approximately six (6) typical pre-construction photos
 - ◆ approximately six (6) typical post-construction photos

- ◆ approximately six (6) typical construction operation photos (e.g. concrete pour, paving operation)
- (iii) Provision of record drawings, where required, in accordance with the Public Works Department's As-Built Drawing Requirements for Public Works Projects (E2), within three months of Substantial Performance of the construction contract, unless waived or amended in writing by the Project Manager.

D9. DEFINITIONS

D9.1 When used in this Request for Proposal:

- (a) "Asphalt Overlay" means minor pavement and curb repairs, renewal of curb ramps, and an asphalt overlay. These repairs will assist the pavement structure in meeting or prolonging its useful life.
- (b) "Capital Construction Estimate" means the estimated value of the Construction Contract to be administered by the Consultant. The Capital Construction Estimate is only provided as an estimate of scale and scope for a Project.
- (c) "Estimated Scope" means the scope of Services upon which the Project Estimate was based.
- (d) "Local Street" means an open (traversable) right-of-way that is not identified in Schedule E of the most recent City of Winnipeg Streets By-law No. 1481/77 (i.e. not a Regional Street).
- (e) "Project Budget" means the total available funding required for a Project or Project Location, including construction (Contract) costs (based on the Estimated Scope), utility costs, Consulting Fees, and any associated costs identified in the additional comments of a Project.
- (f) "Project Location" means an individual Right-of-Way location (typically Street, Alley, Sidewalk, Intersection or Path).
- (g) "Regional Street" means those streets listed in Schedule E of the most recent City of Winnipeg Streets By-law No. 1481/77.

D10. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D10.1 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.

D10.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.

D10.3 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.

D10.4 A Consultant who violates any provision of D9.1 may be determined to be in breach of Contract.

SUBMISSIONS

D11. AUTHORITY TO CARRY ON BUSINESS

D11.1 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.

D12. INSURANCE

- D12.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D12.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$ 1,000,000 per claim and \$ 2,000,000 in the aggregate.
- D12.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.
- D12.3 The policies required in D12.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D12.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D12.2(a) and D12.2(c).
- D12.5 The Consultant shall 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 D12.8.
- D12.6 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.
- D12.7 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.

D12.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D13. COMMENCEMENT

D13.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.

D13.2 The Consultant shall not commence any Services until:

- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D11;
 - (ii) evidence of the insurance specified in D12;
- (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D13.3 The City intends to award this Contract by December 16, 2016.

D14. CRITICAL STAGES

D14.1 The Consultant shall achieve critical stages of the services for this Contract in accordance with the following requirements:

- (a) Substantial and Total Performance of the construction contract by the end of 2017.

D14.2 Further to C1.1(tt), Total Performance for this Contract will be after the issuance of the Certificate of Acceptance for the construction contract which is typically:

- (a) two (2) years from the Total Performance date of reconstruction and new construction projects; and
- (b) one (1) year from the Total Performance date for all other construction projects.

D15. MEASUREMENT AND PAYMENT - INVOICES

D15.1 Further to C10, the Consultant shall submit monthly invoices to the Project Manager.

D15.2 Invoices must clearly indicate:

- (a) the City's purchase order number;
- (b) project file number;
- (c) a breakdown of:
 - (i) Preliminary Design Fees;
 - (ii) Detailed Design Fees;
 - (iii) Contract Administration Fees including hours and hourly rates for Services provided in the invoice period;
 - (i) Allowable Disbursements shall be identified separately on each invoice.
 - (iv) Post Construction Service Fees including hours and hourly rates for Services provided in the invoice period;
 - (i) Allowable Disbursements shall be identified separately on each invoice.
 - (v) Other Project costs and Subconsultant Fees in accordance with D4.2 including the invoiced amount plus an allowed 5% handling fee. Copies of invoices must be attached.
- (d) the amount payable with GST and MRST (as applicable) shown as separate amounts; and
- (e) the Consultant's GST registration number.

- D15.3 The City will bear no responsibility for delays in approval of invoices that are improperly submitted.
- D15.4 Invoices must be submitted to the City of Winnipeg Public Works Department Finance and Administration Division at 102-1155 Pacific Avenue.

PART E - SPECIFICATIONS

E1. GUIDELINE FOR ASPHALT OVERLAY PRESERVATION METHOD

E1.1 Purpose of Treatment

- (a) The Asphalt Overlay treatment is a preventative method to extend pavement life, improve ride and drainage.
- (b) Applicable to existing concrete streets in fair condition.

E1.2 Scope of Asphalt Overlay work includes minimal curb, sidewalk and pavement repairs, minor adjustments and placement of asphalt overlay in the least possible time and inconvenience to the public.

E1.3 Selection Criteria

- (a) Pavement condition
 - (i) General Condition – Fair;
 - (ii) Fair ride;
 - (iii) Fair to good drainage;
 - (iv) Defined by Public Works asset management system and confirmed by Site inspection.
- (b) Underground works
 - (i) General review of sewer and water by Water and Waste to identify problems that must be corrected and to coordinate underground rehabilitation projects if required;
 - (ii) Inspection of existing catchbasin condition;
 - (iii) Operation and checking mainline water valves by Water and Waste.
- (c) Utilities
 - (i) Renewal of street lighting, gas, MTS and signal plant not included.
- (d) Design life
 - (i) 10 to 15 Years

E1.4 Construction Method Summary

- (a) Joint and slab repairs
 - (i) Type A repairs for catchbasins and manholes where adjustments are required;
 - (ii) Final Concrete Restoration of any Temporary Utility Cuts;
 - (iii) Localized joint and slab replacement (areas to be repaired must be unstable and have extensive cracking). Total replacement area less than 5% of total pavement area;
 - (iv) All repairs shall be completed utilizing 24 or 72 hour Concrete for Early Opening.
- (b) Joint sealing
 - (i) Not required prior to placement of asphalt overlay;
 - (ii) Include Reflective Crack Sealing during Warranty Period.
- (c) Planing
 - (i) Plane headers at tie-ins to existing asphalt overlays.
- (d) Adjustments
 - (i) Use rings for catch basins and manhole adjustment;
 - (ii) Adjust manholes and catch basins to match proposed grade and cross fall;
 - (iii) Design asphalt overlay to match Hydro and MTS manhole available riser sizes;

- (iv) For manholes or catchbasins that require adjustment, remove and replace pavement;
 - (v) Replace damaged or worn covers and lifters rings;
 - (vi) Install lifter rings on manholes and catchbasins to accommodate design asphalt overlay elevation;
 - (vii) Adjust or Install Water Valve Extensions to accommodate design asphalt overlay elevation.
- (e) Curbs and sidewalk renewal
- (i) Replace missing curbs and renew curbs that are severely deteriorated or dangerous;
 - (ii) Finish curb height;
 - ◆ Preferred – 100mm
 - ◆ Minimum – 75mm
 - (iii) Replace existing barrier curb at Intersections and approaches with modified barrier curb only when curb condition requires replacement;
 - (iv) For curb ramps;
 - ◆ Missing curbs
 - ◆ Severely deteriorated condition
 - ◆ Correction of orientation
 - ◆ New ramps replacing barrier curb
 - ◆ Design asphalt overlay elevation
 - (v) Localized sidewalk repairs, only when locations are sunken or heaved and vertical faults or horizontal cracks or joints greater than 10mm. Locations must be approved by Public Works.
- (f) Approaches
- (i) Place asphalt overlay as required to match design asphalt overlay elevation;
- (g) Boulevard Restoration
- (i) Restore boulevard at replaced curb and sidewalk with topsoil and seed;
 - (ii) Restoration to be accepted at final inspection without formal maintenance inspection;
 - (iii) All boulevard restoration must be completed prior to placement of asphalt overlay.
- (h) Placement of asphalt overlay
- (i) Place 75-80mm, in two lifts, with final lift being 50mm;
 - (ii) New curb must be in place for a minimum of 1 day prior to placement of asphalt overlay;
 - (iii) Longitudinal grade:
 - ◆ Minimum – 0.3%
 - ◆ Preferred – 0.4 to 0.5%
 - (iv) Pavement cross fall:
 - ◆ Minimum – 1.5%
 - ◆ Preferred – 2.0%
- (i) Utilities
- (i) Co-ordination with all affected utilities required.

E2. AS-BUILT DRAWING REQUIREMENTS FOR PUBLIC WORKS PROJECTS (MAY 2015)

E2.1 AS-BUILT drawings are required for all Public Works construction projects except for Regional Street Mill & Fill projects and TBO projects, unless specifically declined in writing by the Project Manager. AS-BUILT drawing submissions are required for ALL Regional Street renewals, Local Street reconstructions, and any addition to infrastructure inventory such as new streets, street widening's and/or realignments as well as new multi-use paths. Upon confirmation with the Streets Project Engineer, AS-BUILT drawings may not be required for Regional Street Mill & Fill works or Local Street rehabilitations. **AS-BUILT drawings are required for all Project Locations within this Project.**

E2.1.1 Though drawings may not be required, please note the location of any new sidewalks on existing streets or intersection improvements in your final project report.

E2.2 Initial submission of AS-BUILT drawings must be received no later than three months after Substantial Performance.

E2.2.1 If Substantial Performance will not be granted prior to year-end, contact Public Works to establish drawing submission requirements (i.e. for snow clearing updates).

E2.3 The drawings are to contain the following information, and be in the format specified below.

E2.4 Drawings are to:

- (a) Be in the AutoCAD format and indicate the version used
- (b) Be AS-BUILT with dimensions corrected in both TEXT and GRAPHICS
- (c) Show pavement dimensions to the "back of curb" (edge of pavement)
- (d) Be installed as to the method the data was collected by i.e. Total Station
- (e) 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
- (f) Indicate if a "scale factor" was or was not used, and if used the scale factor used is to be indicated
- (g) Show all bore holes and their UTM coordinates
- (h) Include, where applicable:
 - (i) Pavement cross-section(s)
 - (ii) Asphalt Supplier
 - (iii) Concrete Supplier
 - (iv) Geotextile used – type, manufacturer & supplier
 - (v) Sub-drains used – type, manufacturer & supplier

E2.5 In addition:

- (a) Drawing colour and line type are to be produce with the following (8) basic layers indicated on the AS-BUILTS (none of which are to include text), as well, with a list and description of additional layers used:

Layer Names:

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

E2.6 Include a PDF copy of all as-built drawings.

E2.7 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.

E2.8 As-built hard copy must be on Mylar paper and must have a signed Engineer's seal.

E2.9 Original signed Mylar copy and the two (2) CD's shall be sent by mail or courier to:

Martin Perreault
City of Winnipeg
Public Works Department
106-1155 Pacific Avenue
Winnipeg, MB R3E 3P1

E3. SEWER TELEVISION GUIDELINES FOR PUBLIC WORKS PROJECTS (2015)

E3.1 Closed Circuit Television (CCTV) inspection and assessment is required of all combined, wastewater, land drainage, storm relief sewers and manholes to confirm any sewer repairs required in the right-of-way within the limits of the street renewal.

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 City Project Manager.

E3.5 CCTV inspection general guidelines:

- (a) CW 2140 Sewer and Manhole Cleaning and CW 2145 Sewer and Manhole Inspection shall apply;
- (b) Confirm CCTV requirements with Water & Waste Department for sewers 1050 mm and larger in diameter;
- (c) Televis sewers and manholes if no previous CCTV inspections have been completed;
- (d) Re-televis 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;
- (e) 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;
- (f) Televis sewers on all street reconstructions, regardless of location of the sewer (within the right-of-way) with a Structural Performance Grade (SPG) of 3 or higher that have not been televised in the previous 5 years;
- (g) Televis sewers if the street exhibits obvious distress at/along the underground plant;
- (h) Televis all CB leads to be reused, as part of a street reconstruction, pavement rehabilitation, mill and fill rehabilitation and **asphalt overlay preservation**; and
- (i) CCTV inspection not required on Mill and Fill Pavement Rehabilitation Method, Thin Bituminous Overlay(TBO) and **asphalt overlay preservation** projects unless the street exhibits obvious distress at/along the underground plant.

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. Provide Water and Waste Department with the sewer inspections and corresponding defects data. Any repairs or other activities deemed necessary from these inspections must be coordinated with the Water & Waste Department.

E3.8 Provide post repair manhole to manhole inspection (CW 2145) to the Water and Waste Department.

E4. GEOTECHNICAL INVESTIGATION REQUIREMENTS FOR PUBLIC WORKS PROJECTS (SEPTEMBER 2015)

E4.1 Fieldwork

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

E4.2 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

- (e) For Pavement Rehabilitations and Mill and Fill Pavement Rehabilitation Method pavement cores may be required. Contact the City's Project Manager to confirm requirements.
- (f) For any uncertain situations and/or locations, or clarification of these requirements, contact the Project Manager.