



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 666-2020**

**PROFESSIONAL CONSULTING SERVICES FOR TRANSCONA BOULEVARD  
DEEP POND SLOPE STABILIZATION AND ASSOCIATED ROADWORKS**

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

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

### PART B - BIDDING PROCEDURES

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

### PART C - GENERAL CONDITIONS

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

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Project Manager	1
D3. Introduction and Background	1
D4. Scope of Services	2
D6. Detailed Design	5
D7. Contact Administration	6
D8. Post-Construction Services	6

#### Submissions

D9. Authority to Carry on Business	7
D10. Safe Work Plan	7
D11. Insurance	7

#### Schedule of Services

D12. Commencement	8
D13. Critical Stages	9

#### Third Party Agreements

D14. Funding and/or Contribution Agreement Obligations	9
--------------------------------------------------------	---

### PART E - SPECIFICATIONS

E1. As-Built Drawing Requirements for Public Works Projects (2018)	1
E2. Geotechnical Investigation Requirements for Public Works Projects	2
E3. Tree Removal Guidelines	3

E4. Sewer Condition Assessment & CCTV Guidelines (2017)	4
<b>Appendix A – Definition of Professional Consultant Services-Engineering-Public Works</b>	

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR TRANSCONA BOULEVARD DEEP POND SLOPE STABILIZATION AND ASSOCIATED ROADWORKS

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 10, 2020.
- B2.2 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Project Manager identified in D2.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.
- B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.
- B3.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **B4. CONFIDENTIALITY**

- B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the Confidential Information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
  - (b) becomes publicly known other than through the Proponent; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

## **B5. ADDENDA**

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

## **B6. PROPOSAL SUBMISSION**

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal (Section A) in accordance with B7;
  - (b) Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
  - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
  - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B6.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the number of pages is limited to twenty (20), including all tables, drawings, photos and appendices, and all pages shall be of size 8.5" x 11", except drawings, tables and schedules, which can be 11" x 17". Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B6.6 The Proposal shall be submitted electronically through MERX, at [www.merx.com](http://www.merx.com).
- B6.6.1 Proposals will **only** be accepted electronically through MERX.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

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

**B7. PROPOSAL (SECTION A)**

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

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

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

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

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

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

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

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

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

**B8. FEES (SECTION B)**

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

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

B8.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B8.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B8.4 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

- B8.5 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), An allowance of up to 8% may be made for overhead expenses. The amount for each disbursement shall be shown on Form P: Person hours as Type 1 Disbursement.
- B8.6 Further to B8.5, the Fee Proposal, in addition to the Total Bid Price, include an allowance for to geotechnical drilling, sampling, instrumentation, and materials testing. geotechnical drilling, sampling, instrumentation, sewer televising, hydroexcavation, permit fees, and material testing during construction, and related costs for direct on site supervision of these activities. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs. An allowance of up to 5% may be made for handling charges. The amount for each disbursement shall be shown on Form P: Person hours as Type 2 Disbursement. The proposed scope and cost estimate for the geotechnical investigation shall be reviewed and approved by the City before undertaking the Work
- B8.7 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.8.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D14. Any such costs shall be determined in accordance with D14.

## **B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

- B9.1 Proposals should include details demonstrating the history and experience of the Proponent and Subconsultants in applicable professional consultant services as required in D4.1 and as defined in Appendix A for up to three projects of similar scope and complexity and/or similar size and complexity. For each project listed the Proponent should submit: a description of the project; role of the proponent; project's original contracted cost and final cost separated into design and construction costs; the year the project was completed; the project owner; and reference information (one current name with telephone number per project).
- B9.1.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.2 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

- B10.1 Describe your approach to overall team formation and coordination of team members.
- B10.1.1 Include an organizational chart for the Project.
- B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1. For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following
- (a) Description of project;
  - (b) Role of the person;

- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project).

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

- B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project. Methodology should be presented in accordance with the Scope of Services identified in D4. Describe the collaborative process/method to be used by the Key Personnel of the team. Proponents should describe their methods for quality control and quality assurance. Methodology should be presented in accordance with the Scope of Services identified in D4. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.2 Proposals should address the team's understanding of the broad functional and technical requirements; including but not limited to the team's understanding of geometric design, geotechnical investigations and slope stabilization design construction staging, access management, pedestrian and cyclists accommodation, safety; the proposed Project's construction budget; the City's Project methodology with respect to the information provided within this RFP; ; the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templatesmanuals.stm#4>, and any other issue that conveys your team's understanding of the Project requirements. The Proposal should explicitly list dates for all key meetings and list all the planned deliverables and their formats for the project and state any assumptions made with respect to the deliverables and the Scope of Services. The Proposal should also list all activities and services to be provided by the City.
- B11.3 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.
- B11.3.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.
- B11.4 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.2.
- B11.5 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B11.6 The table should also include the cost of all applicable disbursements and any associated mark-ups. Subtotals should be provided summarizing the costs for each individual, each task, and each Phase of the assignment. For each person identified in B10.1, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

## **B12. PROJECT SCHEDULE (SECTION F)**

- B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.



### **B13. DISCLOSURE**

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

B13.2 The Persons are:

- (a) TREK Geotechnical, who conducted an initial investigation and analysis of the slope failure and prepared the *Transcona Boulevard Geotechnical Investigation and Slope Stability Analysis Summary* Report document.
- (b) Stantec Consulting, who was retained by the developer to design the roadway, sidewalk, utilities (including the watermain), and retention pond slopes, and prepared the associated record drawings.

### **B14. CONFLICT OF INTEREST AND GOOD FAITH**

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

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

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

that could or would be seen to:

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

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

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

B14.4 Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been

appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

- B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
  - (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B15. QUALIFICATION**

- B15.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract;
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
  - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
  - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
  - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and

- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

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

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

## **B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).

B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

## **B17. IRREVOCABLE OFFER**

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

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

## **B18. WITHDRAWAL OF OFFERS**

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

## **B19. INTERVIEWS**

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

## **B20. NEGOTIATIONS**

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B21. EVALUATION OF PROPOSALS**

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
- (c) Fees; (Section B) 10%
- (d) Experience of Proponent and Subconsultant; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
- (f) Project Understanding and Methodology (Section E) 40%
- (g) Project Schedule. (Section F) 5%

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.

B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B21.5 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B21.6 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.

B21.7 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B10.

B21.8 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B11.

B21.9 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.

B21.10 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.

B21.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

B21.12 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

## **B22. AWARD OF CONTRACT**

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B22.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B22.6.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B22.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D14 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B22.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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:  
Damir Muhurdarevic, P. Eng.  
Telephone No. 204 986-3712  
Email Address: [dmuhurdarevic@winnipeg.ca](mailto:dmuhurdarevic@winnipeg.ca) -
- D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

#### D3. INTRODUCTION AND BACKGROUND

- D3.1 Transcona Boulevard was constructed as part of a Development Agreement DASZ 10/2013. Currently, Transcona Boulevard is an east/west four lane divided roadway with a sidewalk on the south side and an active transportation path on the north side of the street.

The two south lanes and sidewalk were constructed in 2014/2015. In 2017, a new watermain complete with fire hydrants was installed on the south boulevard between the road and sidewalk followed by the two north lanes in 2018 and active transportation path in 2019.

The Transcona Deep Pond, constructed in 1967, is a Water & Waste Department land drainage retention pond asset that is located to the south of Transcona Boulevard, immediately west of the CEMR Rail line. The retention pond water level is approximately 8 m below prairie elevation. It has a footprint of approximately 9 hectares.

At the pond location, Ravelston Avenue W, a gravel road, was replaced with Transcona Boulevard. The design of Transcona Boulevard aligned the south lanes and sidewalk of Transcona Boulevard closer to the pond than the previous Ravelston road bed. As a result, the pond slopes were steepened from 6:1 to 5:1 in the upper bank. Transcona Boulevard is aligned adjacent to the pond for a distance of roughly 400 m.

A localized slope failure was first observed when the sidewalk adjacent to the pond settled at some point in the spring of 2018. The City temporarily restored the sidewalk to a safe useable condition in the summer of 2018.

In early fall 2018, PWD engaged an engineering firm (Trek Geotechnical) to undertake a geotechnical investigation to determine the extent of the slope failure and determine the causes if possible. A final report was received in spring 2020. The report will be made available upon request to potential bidders.

A watermain leakage test was performed in summer 2019. The results of the test show the watermain satisfies leakage thresholds for new pipes. TREK recommended that the watermain remain closed until the slope can be remediated as additional movements will cause further damage to it.

The report identifies that additional bank movements should be expected, especially during spring thaw when elevated groundwater levels are typically observed.

The City performed temporary roadway repairs (south lanes) in the summer of 2019, and once again performed reactive temporary maintenance on the south sidewalk in early summer of 2020.

In October 2020, the City observed significant slope failure in the boulevard south of the Eastbound lanes of Transcona Blvd., including an approximately 0.6-meter drop of the sidewalk, over an approximate length of 20m indicating that further movement is expected.

The City will initiate a slope stabilization project that will repair the slope as well as stabilize the entire stretch of 400 m along the pond slope to ensure another failure does not occur in the future. Preliminary and detailed design should occur over winter 2020/21 with construction in summer of 2021.

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

D4.1 The Services required under this Contract shall consist of preliminary design, detailed design, and contract administration of rehabilitation of sections of roadway and sidewalk of Transcona Boulevard along Transcona Deep Pond, and slope stabilization of the adjacent north pond bank, in accordance with the following:

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

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

D4.2 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 standards set by the Transportation Association of Canada (TAC);
- (c) City of Winnipeg's Transportation Standards Manual (latest edition);
- (d) City of Winnipeg's Accessibility Design Standards (latest edition);  
[http://winnipeg.ca/ppd/Universal\\_Design.stm](http://winnipeg.ca/ppd/Universal_Design.stm)
- (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 (latest edition);
- (g) The current edition of The City of Winnipeg Standard Construction Specifications.
- (h) Winnipeg Pedestrian and Cycling Strategies.
- (i) City of Winnipeg's Project Management Manual and associated templates and processes;  
<http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2>
- (j) City of Winnipeg's Investment Planning Manual and associated templates and processes;  
<http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2>
- (k) City of Winnipeg Zoning By-law (200/2006);



- (l) The Accessibility for Manitobans Act;  
[http://www.accessibilitymb.ca/pdf/accessibility\\_for\\_manitobans\\_act.pdf](http://www.accessibilitymb.ca/pdf/accessibility_for_manitobans_act.pdf)

D4.3 The funds available for this Contract are \$200,000.00

## **D5. PRELIMINARY DESIGN**

D5.1 Services as defined in Appendix A shall include but not be limited to:

D5.2 Meetings

- (a) The Consultant shall hold meetings with the City Project Manager and members of the appointed City of Winnipeg Project Technical Steering Committee at project start up, and at other key times, including presentation of potential options and to gain concurrence of recommendations for the alternatives to be developed, prior to finalization of the preliminary design report.

D5.3 Review of Existing Information

D5.3.1 Review existing record drawings, reports (including ones referenced in D3, and other information that will be provided by the City to establish an understanding of available and relevant information. This information will be made available during the RFP period upon written request to the City and will include:

- (a) Aerial photography,
- (b) LiDAR data,
- (c) As-built drawings where available.
- (d) TREK Geotechnical Report

D5.4 Site Investigation

- (a) Carry out detailed on-site topographic surveys, inspections and site information gathering. Surveys should be sufficiently detailed and comprehensive to develop base plans, elevation models and cross sections for detailed design and the development of construction drawings

D5.5 Carry out a bathymetric survey. Survey should be sufficiently detailed and comprehensive to develop base plans, develop cross sections for analysis and detailed design and the development of construction drawings in later phase(s).

D5.6 Geotechnical Analysis and Design

- (a) Review the existing geotechnical reports and monitoring data.
- (b) Conduct a geotechnical investigation as required to supplement existing geotechnical information and analyses. The Proposal shall include the methodology and justification for the proposed geotechnical investigation program. The proposed geotechnical investigation shall be sufficient to complete the detailed design. The Consultant is responsible for provision of access for any geotechnical investigation work.
- (c) Conduct geotechnical analysis, conduct stability analyses to identify reaches of the riverbank requiring new or supplementary stabilization considering the proposed works and existing infrastructure. Analysis shall be conducted on several cross sections representative of the range of topographic and subsurface conditions.
- (d) Develop retention pond stabilization measures for the project area that will provide long term protection for streets, paths and buried infrastructure. The design of the stabilization measures should, to the degree possible, minimize destruction of the natural areas. The extent and degree of stability improvements should be commensurate with the risks to the existing and/or proposed infrastructure.

#### D5.7 Hydraulic Considerations

- (a) Take into considerations the water levels in the retention pond and associated slope impacts in developing stabilization alternatives.
- (b) The operations of the Pond should be reviewed with the Water and Waste Department to evaluate any impacts the project might have, and potential opportunities there may be with respect to design optimization.

#### D5.8 Utilities

- (a) Review existing utilities at and near the retention pond and hold meetings with representatives from the utilities as necessary. Perform televising as required. Perform hydro-excavation if necessary to confirm elevations. Determine whether there will be any utility relocation requirements in consultation with the proper authority and the City of Winnipeg. Fees for sewer televising and hydro-excavation shall not be included in the Fee Proposal, nor shall they include costs for direct on site supervision of these activities. However a sewer televising and hydro-excavation program shall be proposed and an estimated budget provided separately from the Fee Proposal as Type 2 Disbursement.

#### D5.9 Develop Slope Stabilization Alternatives

- (a) The Consultant shall develop viable slope protection measures to protect assets, and manage risk, to allow comparison and selection. The Consultant should qualitatively assess risk, functionality, constructability, and impacts on the nearby residents and the public in evaluating the options.
- (b) It is anticipated that it may not be feasible, practical, beneficial or economical to apply a single design concept along the length of the project area due to the varied conditions, constraints and risks. In that regard a range of design concepts should be considered, separately and in combination when appropriate.
- (c) Prepare a Class 3 cost estimate for all concepts considered at the functional design level. <http://winnipeg.ca/infrastructure/pdfs/CostEstimateClassification.pdf>
- (d) Develop evaluation criteria and weighting for selection of the recommended option. This is to be done in conjunction with the Project Manager and the City of Winnipeg Project Technical Steering Committee.

#### D5.10 Roadway Improvements

- (a) Transcona Boulevard is expected to remain unchanged in both profile and alignment following construction. Modifications of some areas of roadway pavement, land drainage, and curbs may be required to facilitate the proposed works. Both North (Westbound) and South (Eastbound) curb and portions of Transcona Boulevard asphalt pavement along the Transcona Deep Pond may require partial reconstruction to suit the proposed works.
- (b) Develop a construction access and traffic management plan. Consider traffic and pedestrian control requirements during construction and if partial closure of Transcona Boulevard may be required. Review with City of Winnipeg Traffic Management. Pedestrians are expected to utilize the north side sidewalk during construction.

#### D5.11 Pedestrian and Cycling Infrastructure

- (a) Assess pavement condition of the sidewalk on the south side Transcona Boulevard and recommend sections requiring renewal (replacement).

#### D5.12 Landscaping

##### D5.12.1 Consult with City of Winnipeg Public Works - Parks and Open Spaces regarding the landscaping of the areas adjacent to Transcona Boulevard,

- (a) particularly to develop a design of landscaping (sodding) of the boulevard south of the Eastbound Transcona Blvd. lanes, between the south curb and the sidewalk, spanning approximately 500m between the back lane just west of the retention pond, to the pedestrian crosswalk east of the pond, and

- (b) to assess the impact on existing boulevard trees.

D5.12.2 Review naturalization of the pond areas with the City of Winnipeg Naturalist Services

D5.13 Preliminary Design Report

- (a) Prepare and submit a preliminary design report outlining the results of the investigations and assessments carried out, options investigated, and the recommended scope of work, complete with drawings Class 3 (expected accuracy of +30% to -20%) cost estimates, traffic management plan during construction, risk assessment, proposed construction schedule, and stakeholder relations feedback. Four (4) hard copies along with an electronic PDF version properly bookmarked of the final report shall be submitted.
- (b) A draft report is to be submitted. The review period will be three (4) weeks.
- (c) The report is to be finalized after incorporating feedback from the City Project Manager.

D5.14 Monthly Status Reports

- (a) The Consultant shall submit a written Monthly Status Report to the City's Project Manager during Preliminary Design. The status reports shall include:
  - (i) Progress on tasks since previous report;
  - (ii) Planned accomplishments for the next period;
  - (iii) Project schedule update;
  - (iv) Project budget update;
  - (v) Project stakeholder relations status update;
  - (vi) List concerns, potential problems, risks, etc, for the project

## **D6. DETAILED DESIGN**

D6.1 Detailed Design Services as defined in Appendix A shall include but not be limited to:

- (a) Undertake detailed design and Tender preparation based on the agreed scope of work.
- (b) Obtain any regulatory approvals that may be necessary. Fees for permit fees for the regulatory approvals shall not be included in the Fee Proposal. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.
- (c) Include all services required to award a Contract to the successful bidder.

D6.2 The anticipated scope of construction work includes but may not be limited to:

- (a) Stabilization, slope protection, and restoration of approximately 400m of pond banks along Transcona Boulevard
- (b) Possible relocation of utilities
- (c) Rehabilitation and replacement of portions of Transcona Boulevard (including road, sidewalk, installation of south boulevard sod) where required along Transcona Deep Pond.
- (d) Detailed design drawings, specifications, and construction cost estimates shall be submitted for review to the Project Manager at 50% and 95% completion stages. The Consultant shall allow 2 weeks for review. Drawings shall be submitted for Underground Structures allowing 3 weeks for comments.

D6.3 The Consultant shall submit a written Monthly Status Report to the City's Project Manager during Detailed Design. The status reports shall include:

- (a) Progress on tasks since previous report;
- (b) Planned accomplishments for the next period;
- (c) Project schedule update;
- (d) Project budget update;
- (e) List concerns, potential problems, risks, etc, for the project.

## **D7. CONTACT ADMINISTRATION**

- D7.1 Contract Administration Services are defined in Appendix A.
- D7.2 For greater clarity, Consultant shall provide construction layout as follows:
- (a) Provide construction layout for slope stabilization works, erosion protection, grading, sidewalk rehabilitation, roadworks, and landscaping.
- D7.3 Provide NON-RESIDENT Contract Administration Services as defined in Appendix A necessary to complete works of the project shall be provided.
- D7.4 Provide RESIDENT Contract Administration Services as defined in Appendix A necessary to complete works of the project shall be provided. In accordance with Clause 7.5 of Appendix A.
- (a) full-time inspection is required for the work. Fee estimates shall be based on an equivalent of 8 weeks total construction duration, spread over the 2021 construction season. In all cases assume 8 hours per day 5 days per week for full time inspection.
- D7.5 Fees for material testing during construction shall not be included in the Fee Proposal. The proponent shall include a budgetary fee estimate for materials testing. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.
- D7.6 Prepare public construction notices.

## **D8. POST-CONSTRUCTION SERVICES**

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

- Contractor request for information & responses
- Material test reports
- Guarantees
- Certificates of substantial and total performance
- Record drawings

## **SUBMISSIONS**

### **D9. AUTHORITY TO CARRY ON BUSINESS**

D9.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

### **D10. SAFE WORK PLAN**

D10.1 The Consultant shall provide the Project Manager with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

### **D11. INSURANCE**

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

D11.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
  - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
  - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
  - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, 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 \$2,000,000 per claim and \$2,000,000 in the aggregate.

D11.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.

D11.3 The policies required in D11.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

D11.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D11.2(a) and D11.2(b).

D11.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D11.2(a) and D11.2(c).

D11.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D11.9.

D11.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.

D11.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.

D11.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **D12. COMMENCEMENT**

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

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

- (a) the Project Manager has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D9;
  - (ii) 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 December 04, 2020.

### **COVID-19 SCHEDULE DELAYS**

D12.4 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Services shall be performed by the Consultant with due consideration to the health and safety of workers and the public and directives from health authorities and various levels of government, and in close consultation with the Project Manager.

- D12.5 If the Consultant is delayed in the performance of the Services by reason of the COVID-19 pandemic, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D12.6 Within seven (7) Calendar Days of the award of Contract, the Consultant shall declare whether COVID-19 will affect the start date. If the Consultant declares that COVID-19 will affect the start date, the Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff or work by others.
- D12.7 For any delay related to COVID-19 and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D11.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D12.8 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Project Manager, shall be documented in accordance with C8.

### D13. CRITICAL STAGES

- D13.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Submission of a draft preliminary design report including any property requirements for City review by February 04, 2021.
  - (b) Submission of the final preliminary design report by April 04, 2021.
  - (c) Construction and Material Supply Bid Opportunity documents ready for posting to the City of Winnipeg Bid Opportunity web site no later than June 04, 2021.

### THIRD PARTY AGREEMENTS

#### D14. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D14.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D14.2 Further to D14.1, in the event that the obligations in D14 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C7.
- D14.3 For the purposes of D14:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
  - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D14.4 Modified Insurance Requirements
- D14.4.1 If not already required under the insurance requirements identified in D11, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.
- D14.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed

vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.

- D14.4.3 Further to D11.6 insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D14.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D14.5 Indemnification by Consultant
- D14.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D14.6 Records Retention and Audits
- D14.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D14.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D14.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.
- D14.7 Other Obligations
- D14.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D14.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D14.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.



D14.8 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

## PART E - SPECIFICATIONS

### E1. AS-BUILT DRAWING REQUIREMENTS FOR PUBLIC WORKS PROJECTS (2018)

E1.1 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.

E1.1.1 Though drawings may not be required, please note the location of any new or relocated sidewalks, approaches, curb inlets, or bus stops, or any other modifications, on existing streets or intersection improvements in the final project report.

E1.2 Initial submission of AS-BUILT drawings must be received no later than three months after Substantial Performance.

E1.2.1 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).

E1.3 The drawings are to contain the following information, and be in the format specified below.

E1.4 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 produced in the NAD 83, UTM, ZONE 14, (Global co-ordinate system) NOTE: ***aerial/assessment data is available at <https://data.winnipeg.ca/>***
- (e) Indicate whether a scale factor was used, and if used the scale factor will be provided;
- (f) Show all bore holes and their UTM coordinates
- (g) 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
  - (vi) Other materials– type, manufacturer & supplier
  - (vii) Contractor and construction date

E1.5 In addition included on the CD's will be a separate drawing in AutoCAD format with the following (8) basic layers (none of which are to include text) and a list describing additional layers used:

Layer Names:

- |                   |                                                          |
|-------------------|----------------------------------------------------------|
| 1) Street Surface | 5) Ramp Curb                                             |
| 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)                 |

E1.6 Include a PDF copy of all as-built drawings

E1.7 Two (2) copies of the AutoCAD Digital Drawings and PDF copies shall be shared by either of the following ways;

- (a) by DVD. Both copies shall be clearly labelled identifying the Project number.
- (b) by USB flash drive. Both copies shall be clearly labelled identifying the Project number.
- (c) FTP site.

- E1.8 Consultant to provide and submit separately a borehole .SHP File showing an updated Pavement Core/Test Hole Location Plan and for each location update the soil log to show the actual pavement structure constructed next to the existing.
- (a) The provided .SHP file will:
- (i) Show all bore holes and their UTM coordinates.
  - (ii) Include as attributes for each bore hole location:
    - ◆ NORTHING
    - ◆ EASTING
    - ◆ PDF\_FILE\_NAME
    - ◆ BH\_ID
    - ◆ BID\_OPP
    - ◆ CITY\_FILE\_KEY
- E1.9 The PDF provided will be a marked up version of the original soil log provided in the geotechnical report. The mark-up will:
- (a) Be created for each borehole location
  - (b) Show the original soil log unobstructed
  - (c) Show the new pavement structure accurately located vertically next to the existing soil log
  - (d) Show UTM coordinates of the soil log location
  - (e) Be labeled with a unique bore hole identification number
  - (f) Have a unique file name
- E1.10 As-built hard copy must be on Mylar paper or an approved alternate and must have a signed Engineer's seal.
- E1.11 Information shall be sent by mail or courier to:
- Permits & Plan Approval – GIS Support Services  
City of Winnipeg  
Public Works Department  
106-1155 Pacific Avenue  
Winnipeg, MB R3E 3P1

## **E2. GEOTECHNICAL INVESTIGATION REQUIREMENTS FOR PUBLIC WORKS PROJECTS**

- E2.1 Fieldwork
- (a) Clear all underground services at each test-hole location.
  - (b) On most projects, test-holes are required every 50 metres with a minimum of three (3) test holes per Project Location. For street projects greater than 500 metres, test holes may be taken every 100 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.

## E2.2 Lab Work

- (a) Test all soil samples for moisture content.
- (b) Photograph core samples recovered from the pavement surface.
- (c) Conduct tests for plasticity index and hydrometer analysis on selected soil samples which are between 0.5 m and 1 m below top of pavement (this is the sub-grade on which the pavement and sub-base will be built). The selection will be based upon visual classification and moisture content test results, with a minimum of one sample of each soil type per street to be tested.
- (d) Prepare test-hole logs and classify subgrade (based on hydrometer) as follows:
  - (i) < 30% silt - classify as clay
  - (ii) 30% - 50% silt - classify as silty clay
  - (iii) 50% - 70% silt - classify as clayey silt
  - (iv) > 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.

## E3. TREE REMOVAL GUIDELINES

- E3.1 These guidelines are applicable to situations where trees in fair to good condition on public boulevards, parks, or natural areas are requested to be removed. The following are some examples;
  - (a) Movie sets;
  - (b) Private and commercial approaches;
  - (c) Planned construction, street work, and water and waste projects.
- E3.2 (0 – 10cm) Trees can be replaced at approximately the same size. Customer is responsible for removal utilizing an approved contractor and is to forward the replacement cost (currently \$740 / tree) to the Urban Forestry Branch.
- E3.3 (10 – 30cm) Trees are not easily replaced and are valued according to Council of Tree and Landscape Appraisal Formula.
- E3.4 (30cm +) The Urban Forestry Branch's position is to deny removal and further consultation with the City of Winnipeg Forester is required.
- E3.5 Funding received by The Urban Forestry Branch will be invested back in the form of tree planting within the Ward to maintain the canopy of the urban forest.

**E3.6 Additional Guidelines:**

- (a) There shall be no appraised value applicable for trees that are dead or are in decline.
- (b) Trees that are part of emergency water and waste projects shall be priced for removal and replacement cost.
- (c) For new easements Manitoba Hydro shall consult with the City of Winnipeg Urban Forestry Branch prior to any proposed tree removal. During the consultation, all attempts shall be made to minimize tree removal. Trees that are removed shall be compensated at a value of 1 new tree per 10 cm of dbh (diameter at breast height; ie. 40 cm dbh tree = 4 replacement trees @ \$740 / tree = \$2960). If Manitoba Hydro fails to consult with the Urban Forestry Branch in these matters, then the Council of Tree & Landscape Appraisers, Guide for Plant Appraisal (current edition), shall be used to determine the value of trees.
- (d) Natural stand trees are valued 1:1 ratio for those greater than 5cm dbh. One additional replacement tree will be required for every additional 7.5 cm of dbh (ie. 12.5cm dbh = 2 replacement trees @ \$740 / tree = \$1480). The ISA Species rating will be taken into consideration once a total appraised value has been determined.

**E4. SEWER CONDITION ASSESSMENT & CCTV GUIDELINES (2017)**

**E4.1** Perform condition assessment on all relevant sewers and manholes in the right-of-way within the limits of the street renewal. Condition assessment includes, but is not limited to, the following;

- (a) Review all sewer and manhole assets in the City of Winnipeg's Sewer Management System (SMS) application. Determine which assets are to be inspected using Closed-Circuit Television (CCTV) in accordance with Clause E4.2;
- (b) Review existing CCTV inspections shown in SMS and new CCTV inspections performed in accordance with Clause F4.2;
- (c) Confirm the appropriateness of existing Backlogged and Pending rehabilitation types and limits shown in SMS. If required, provide revised rehabilitation recommendations;
- (d) For all inspections, recommend new rehabilitation types and limits not shown in SMS;
- (e) Recommend what rehabilitation is to be done prior to the pavement renewal project;
- (f) Provide a rehabilitation summary and the new CCTV inspections and corresponding defect coding to WWD Asset Management Branch for review and approval.

**E4.2** The Closed-Circuit Television (CCTV) criteria provided below are general guidelines and are not intended to replace sound municipal engineering judgement specific to the individual project scope and/or location.

- (a) Clean & Inspect sewers and manholes in accordance with CW 2140 Sewer and Manhole Cleaning, and CW 2145 Sewer and Manhole Inspection;
- (b) Where new inspections are required, provide a list of assets to qualified cleaning and inspection contractors;
- (c) Inspect all sewers and manholes where no previous CCTV inspections have been completed;
- (d) Re-inspect sewers and manholes with a Structural Performance Grade (SPG) of 3 or higher that have not been inspected in the previous 5 years or sewers and manholes with an SPG of 1 or 2 that have not been inspected in the previous 20 years;
- (e) Inspect sewers (regardless of SPG) if the street exhibits obvious distress at/along the underground plant;
- (f) Inspect all CB leads to be reused as part of a street reconstruction, pavement rehabilitation, or mill and fill rehabilitation;
- (g) CCTV inspection of sewers and manholes is not required on mill and fill pavement rehabilitation method and thin bituminous overlay (TBO) projects unless the street exhibits obvious distress at/along the underground plant; and,

- (h) Sewers and manholes located more than two metres from the work limits (i.e. not located under pavement) do not need to be re-inspected if previous CCTV inspection data exist;
- E4.3 For any uncertain situations and/or locations, contact the City Project Manager.
- E4.4 The Consultant is required to coordinate the sewer inspection contract and communicate the results to WWD Asset Management Branch in accordance with Clause F4.1. Provide the sewer inspections and corresponding defects data to WWD Asset Management Branch. Any repairs or other activities deemed necessary from these inspections must be reviewed and approved by WWD Asset Management Branch
- E4.5 Provide the post repair CCTV inspections and corresponding defect coding to WWD Asset Management Branch.