



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 545-2011**

**PROFESSIONAL CONSULTING SERVICES - PRELIMINARY ENGINEERING STUDY FOR  
UPGRADING THE PEMBINA HIGHWAY UNDERPASS**

**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 PROFESSIONAL CONSULTING SERVICES - PRELIMINARY ENGINEERING STUDY FOR UPGRADING THE PEMBINA HIGHWAY UNDERPASS

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 5<sup>th</sup> 2011.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Project Manager identified in D2.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.
- B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.
- B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

### **B4. CONFIDENTIALITY**

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

## **B5. ADDENDA**

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

## **B6. PROPOSAL SUBMISSION**

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
  - (b) Fees (Section B) in accordance with B8;
- B6.2 The Proposal should also consist of the following components:
- (a) 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;
  - (d) Quality Control / Quality Assurance (Section F) in accordance with B12; and
  - (e) Project Schedule (Section G) in accordance with B13.
- 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 original (marked "original") and six (6) copies for sections identified in B6.1 and B6.2.
- B6.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.7 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 its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

## **B8. FEES (SECTION B)**

B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.

B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b).

B8.5 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

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

B9.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing conceptual and preliminary design services on up to three projects of similar size and complexity.
- (b) Identification of experience in bridge engineering, transportation engineering, traffic management, land drainage, railway engineering, environmental engineering, active transportation, universal design, project management, public consultation and communications.

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

- (a) description of the project;
- (b) role of the consultant;
- (c) project owner;
- (d) reference information (two current names with telephone numbers per project).

B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B9.3 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 identifying each position by title and specifying committed individuals in each role.

B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of comparable size and complexity, 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.

B10.3 For each person identified, list at least two comparable projects in which they have played a primary role. 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).

B10.4 Identification of staff availability for the project as well as identification of current and projected workload on other activities during the time frame of this 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.

B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4.

B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B11.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the urban design issues;
- (c) the City's Project methodology with respect to the information provided within this RFP; and
- (d) any other issue that conveys your team's understanding of the Project requirements.

B11.5 For each person identified in B10.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B11.6 A table, similar to the "Estimated Fees, Expenses and Level of Effort" table attached hereto as Appendix B, shall be included that details an outline of the work program for all Stages of the assignment and the hourly rate and estimated time of each individual and each task, the nature and cost of all disbursements and expenses, including materials testing, and any associated mark-ups that may be incurred in the performance of the assignment.

### **B12. QUALITY CONTROL / QUALITY ASSURANCE (SECTION F)**

B12.1 Proponents shall describe the methods of control to monitor and complete the assignment within budget and on time including the submission of monthly status reports and projections with all invoices.

B12.2 Proponents shall describe the methods proposed for effective communication with the City.

B12.3 Proponents shall describe the methods of control to assure the City of Winnipeg receives a quality product.

### **B13. PROJECT SCHEDULE (SECTION G)**

B13.1 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.

B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the Project. Reasonable times must be allowed for completion of these processes. The schedule shall include a minimum of 4 weeks for the City to review the draft report.

#### **B14. QUALIFICATION**

B14.1 The Proponent shall:

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

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 conceptual and preliminary design, for engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) have successfully carried out services for projects of similar complexity, scope, and value involving coordination of railways; and
- (c) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (d) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (e) 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
- (f) 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 name(s) of the successful Proponent and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.
- B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

## **B16. IRREVOCABLE OFFER**

- B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

## **B17. WITHDRAWAL OF OFFERS**

- B17.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B17.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
  - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.
- B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B18. INTERVIEWS**

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

## **B19. NEGOTIATIONS**

- B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B20. EVALUATION OF PROPOSALS**

- B20.1 Award of the Contract shall be based on the following evaluation criteria:
- |  |             |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B14:                                 | (pass/fail) |
| (c) Fees; (Section B)  | 30%         |
| (d) Experience of Proponent and Subconsultants; (Section C)  | 20%         |
| (e) Experience of Key Personnel Assigned to the Project; (Section D)   | 20%         |
| (f) Project Understanding and Methodology (Section E)  | 30%         |
| (g) Quality Control / Quality Assurance (Section F)  | (pass/fail) |
| (h) Project Schedule. (Section G)  | (pass/fail) |
- B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity, as well as other information requested.
- B20.6 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.
- B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering the Proponent's understanding of the Project, the proposed methodology, team organization, and project management approach as well as other information requested.
- B20.8 Further to B20.1(g), Quality Control / Quality Assurance will be evaluated considering the Proponent's quality control and quality assurance measures to be implemented for the project.

- B20.9 Further to B20.1(h), Project Schedule will be evaluated considering the Proponent's ability to comply with the schedule requirements of the Project.
- B20.10 Notwithstanding B20.1(d) to B20.1(h), where Proponents fail to provide complete responses to B6.2(a) to B6.2(e), the score of zero will be assigned to the incomplete part of the response.

**B21. AWARD OF CONTRACT**

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B21.4 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.5 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.
- B21.6 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

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

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. PROJECT MANAGER**

D2.1 The Project Manager is:

Brad Neirinck, P. Eng.

Email: BNeirinck@winnipeg.ca

Telephone No. (204) 986-7950

Facsimile No. (204) 986-5302

D2.2 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

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

#### **D3. BACKGROUND**

D3.1 The Pembina Highway Underpass provides a grade separation between Pembina Highway and the CNR Rivers Subdivision. The underpass is located on Pembina Highway between Jubilee Avenue and Harrow Street East.

D3.2 There is a need to increase the number of northbound traffic lanes on Pembina Highway at the underpass to 3 lanes.

D3.3 Stage 2 of the Southwest Rapid Transit Corridor will include a future crossing structure over Pembina Highway between the existing Pembina Highway Underpass superstructure and the Jubilee Overpass superstructure. Stage 2 plans for the Southwest Rapid Transit Corridor provide for a future connection to the University of Manitoba using transit lanes constructed in the CNR Letellier subdivision right-of-way. Winnipeg Transit is considering an extension of the Southwest Rapid Transit Corridor into the Parker lands, (west of Pembina Highway, south of the CNR mainline and parallel to Parker Avenue). Options are to be developed by the Proponent that reflect the existing geometry of Stage 1 of the Southwest Rapid Transit Corridor, and that accommodate the future construction of Stage 2 of the Corridor in the CN Letellier Subdivision and the extension of the Corridor into the Parker Lands.

D3.4 There is a need to improve pedestrian and active transportation facilities along Pembina Highway at the underpass and to accommodate connections to the existing facilities and to future AT facilities to be provided as part of the Phase 2 Southwest Rapid Transit corridor work and/or other upgrading of the City's active transportation network. The following new Active Transportation routes are being considered by the City:

- (a) Connecting Harrow Street to Pembina Highway between Jubilee Avenue and Merriam Boulevard,
- (b) Connecting Pembina Highway near Jubilee Avenue to Hurst Way,
- (c) In the C.N.R. Letellier right-of-way south of Parker Avenue to Plaza Drive.

- D3.5 Pavement reconstruction or rehabilitation is required on Pembina Highway in both the northbound and southbound directions between Jubilee Avenue and Stafford Street.
- D3.6 Improvements to the existing land drainage system are required.
- D3.7 The vacant property on the west side of Pembina Highway between Taylor Avenue / Sparling Avenue and the CNR mainline is expected to be developed within the foreseeable future.
- D3.8 There is a need to minimize the disruption of CNR operations at the site during construction.

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

D4.1 The Services required under this Contract shall consist of a preliminary engineering study to identify viable options for upgrading the Pembina Highway Underpass in accordance with the following:

D4.1.1 Pembina Highway Underpass Superstructure Options;

- (a) The Proponent is to investigate at least three structure options for the underpass upgrading;
  - (i) Remove the existing east underpass sidewalk to provide room for a third northbound traffic lane. Provide a pedestrian and active transportation tunnel through the east railway embankment.
  - (ii) As above except modify the existing railway superstructure by adding additional spans or lengthening the existing end spans in lieu of tunnels.
  - (iii) Replace the existing railway bridge with a new bridge on a new alignment north of the existing bridge.
- (b) The Proponent is encouraged to consider other viable options.
- (c) All options shall explore Active Transportation alternatives on the west side of the Pembina Highway Underpass.

D4.1.2 Pembina Highway Underpass Preliminary Design;

- (a) Type 2 Preliminary Design Services as defined in Appendix A shall include but not be limited to:
  - (ii) Confirm the scope of work required using professional engineering judgment.
  - (iii) Review record drawings, reports, and other information that will be provided by the City to establish relevant information. This information will be provided during the RFP process upon request to the Project Manager.
  - (iv) Conduct surface and sub-surface site explorations, measurements, investigations and surveys needed to carry out the preliminary design as may be mutually agreed to by the City.
  - (v) Conduct an environmental investigation to identify any site contamination issues that will need to be addressed during construction.
  - (vi) Review regulatory requirements.
  - (vii) Review and assess utility services applicable to the project.
  - (viii) Carry out sewer CCTV inspections in accordance with Public Works Sewer Televising Guidelines.
  - (ix) Undertake preliminary structural design for new and modified structures including structural analysis of the existing structure where it is deemed necessary.
  - (x) Investigate land drainage requirements and undertake preliminary design of improvements to land drainage infrastructure. The Proponent is advised that combined sewer relief works will be taking place in the vicinity within the next two years. Recommended land drainage improvements in the underpass will need to consider the final design for the sewer relief works as approved by the Water and Waste Department. The Cockburn and Calrossie Combined Sewer Relief Works Conceptual Design Report, dated May 2010 related to these improvements will be

available for review. Contact the Project Manager to arrange for further updated information on the sewer relief works.

- (xi) Investigate and incorporate Winnipeg Transit requirements related to the existing configuration and future expansion of the Southwest Rapid Transit Corridor as they relate to the Pembina Highway Underpass and a future extension of the Southwest Rapid Transit Corridor via the Parker lands.
- (xii) Investigate and incorporate CNR requirements as they relate to the upgrading of the Pembina Highway Underpass.
- (xiii) Develop Preliminary Designs integrating stakeholder needs.
- (xiv) Determine by means of traffic operational studies and analysis, geometric and traffic improvements to the underpass structure and approach roadways, including the pedestrian/cyclist environment, for a 20 year growth period. The future development of the vacant land located on the west side of Pembina Highway between Taylor Avenue/Sparling Avenue and the CNR mainline shall be considered as part of this work. Traffic signal upgrading shall be investigated for the following intersections: Pembina Highway at Jubilee Avenue, Jubilee Avenue at the Jubilee Overpass ramp intersection, and Pembina Highway at Stafford Street. The possible closure of the Harrow Street median opening on Pembina Highway shall also be investigated.
- (xv) Determine by means of traffic operational studies and analysis, the traffic management plan for each viable option required to provide an acceptable level of service during construction.
- (xvi) Review potential improvements to the approach roadway geometry and intersections within the project area in consultation with the City.
- (xvii) Undertake a risk assessment.
- (xviii) Document all the design criteria by component (structures, roadway, utility, etc.)
- (xix) Development of project aesthetics related to the pedestrian/cyclist environment including streetscaping, landscaping and structure architectural details.
- (xx) Presentation of preliminary design information to the City's Project Steering Committee.
- (xxi) Prepare preliminary engineering construction drawings and schedules in sufficient detail to produce Class 3 estimates.
- (xxii) Identification of property requirements, provision of necessary information to the City to support the process of property acquisition as necessary.
- (xxiii) Prepare a Class 3 estimate of capital costs and cash flow consistent with the City's Capital Forecast.
- (xxiv) Prepare reports documenting the preliminary design process and recommended preliminary design. Six (6) hard copies shall be submitted along with an electronic PDF version properly bookmarked.
- (xxv) Provision of preliminary design information to Transportation Safety Audit Consultants engaged directly by the City to perform roadway safety audits following the Transportation Association of Canada work scope detailed in the Canadian Road Safety Audit Guide.
- (xxvi) Prepare a Response Report to those recommendations or suggestions in the preliminary design Safety Audit Report designated by the City.
- (xxvii) Include any and all associated ancillary services required to successfully complete the preliminary design to the satisfaction of The City of Winnipeg.

D4.1.3 Stage 2 of the Southwest Rapid Transit Corridor;

- (a) The proponent shall develop a conceptual design and Class 4 cost estimates for the future SWRTC grade separation crossing of Pembina Highway to ensure that the underpass upgrading design is compatible with the future construction of Stage 2 of the Southwest Rapid Transit Corridor.
- (b) The future extension of the SWRTC into the Parker lands will require crossings of the CNR tracks at two locations. The Proponent shall investigate the use of level

crossings and grade separations at both crossings. Railway track relocation to facilitate grade separations crossings shall be investigated. Conceptual designs and Class 4 cost estimates shall be developed for this work.

**D4.1.4 Public Consultation**

- (i) The consultant will develop and undertake a public consultation process to identify and engage stakeholders in the immediate area as well as technical stakeholders as appropriate.
- (ii) Perform a stakeholder analysis to determine both the needs and the impact of each stakeholder on the project.
- (iii) The consultant shall prepare a community profile for the study area.
- (iv) Presentation of details of the preliminary designs at a Public Open House and to develop responses to address any community concerns relating to the preliminary designs.

D4.2 Unless otherwise specified below, Appendix A – Definition of Professional Consultant Services – Engineering shall be applicable to this provision of Professional Engineering services for this project, specifically, Type 1 Advisory Services and Type 2, Preliminary Design Services.

D4.3 The City document identified “Manual of Project Administration Practice,” dated March, 1992 shall be applicable to the provision of consulting services for this project.

**SUBMISSIONS PRIOR TO START OF SERVICES**

**D5. AUTHORITY TO CARRY ON BUSINESS**

D5.1 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.

**D6. INSURANCE**

D6.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D6.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
  - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
  - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
  - (iii) coverage for Products/Completed Operations, Blanket Contractual, Contractor’s Protective, Personal Injury, Contingent Employer’s Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
  - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;



- (v) 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 Services. 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.
  - (b) Professional Errors and Omissions Liability Insurance including:
    - (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.
- D6.2.1 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.
- D6.3 The policies required in D6.2(a):
- (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.
- D6.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D6.2(a) and D6.2(b).
- D6.5 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 D6.10.
- D6.6 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.
- D6.7 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.
- D6.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D6.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D6.8.
- D6.10 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **D7. COMMENCEMENT**

- D7.1 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.
- D7.2 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 D5;
    - (ii) evidence of the insurance specified in D6;

- (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D7.3 The City intends to award this Contract by September 23<sup>rd</sup>, 2011.

**D8. CRITICAL STAGES**

D8.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

- (a) Submission of draft preliminary design report for City review May 15<sup>th</sup>, 2012;
- (b) Submission of preliminary design report June 29<sup>th</sup>, 2012.

## **APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES – ENGINEERING**

# DEFINITION OF PROFESSIONAL CONSULTANT SERVICES – ENGINEERING

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## **DEFINITION OF PROFESSIONAL CONSULTANT SERVICES – ENGINEERING**

### **1. DEFINITIONS**

- 1.1 “Consulting Engineer” means the Professional Engineer or Professional Engineering firm engaged by the City to perform Consulting Engineering Services as described herein and within the Scope of Services of a Contract. The “Consulting Engineer” will hold and maintain, for the duration of the Project, a Certificate of Authorization from the Association of Professional Engineers and Geoscientists of Manitoba in the “Practicing Entity” category.
- 1.2 “Professional Engineer” means an individual engineer registered to practice in the Province of Manitoba by the Association of Professional Engineers and Geoscientists of Manitoba (APEGM), as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and the by-laws of the Association of Professional Engineers and Geoscientists of the Province of Manitoba.
- 1.3 “Professional Engineering” means the practice of professional engineering in the Province of Manitoba, as governed by the Engineering and Geoscientific Professions Act of the Province of Manitoba and the by-laws of the Association of Professional Engineers and Geoscientists of the Province of Manitoba (APEGM).
- 1.4 “Seal” means the impression of the stamp issued by APEGM to registered Professional Engineers, plus the signature of the registered Professional Engineer, plus the date the signature was applied.

### **2. INTRODUCTION**

- 2.1 Further to the General Conditions for Consultant Services, it is the intent of this Appendix to clarify the City’s specific requirements of the consulting services of Professional Engineers; to more fully identify the services to be rendered by Consulting Engineers to the City and to other parties on behalf of the City; and to provide a more clearly determined basis of obligation in respect thereof by Consulting Engineers to the City and to third parties in the provision of such services.

### **3. GENERAL REQUIREMENTS OF PROFESSIONAL ENGINEERS**

- 3.1 All services described herein shall be performed in the City of Winnipeg, unless otherwise authorized in writing by the Project Manager, and under the direct supervision of a Professional Engineer registered in the Province of Manitoba.
- 3.2 All drawings, reports, recommendations and other documents originating therefrom involving the practice of Professional Engineering shall bear the Seal of a Professional Engineer.
- 3.3 Reports and documents not involving the practice of Professional Engineering, such as letters of information, minutes of meetings, construction progress reports, may be originated and signed by other responsible personnel engaged by the Consulting Engineer and accepted by the Project Manager. Progress estimates, completion certificates and other reports related to the technical aspects of a Project, must be endorsed by the Consulting Engineer in a manner acceptable to the Project Manager.
- 3.4 None of the services, tasks, actions or requirements described herein, nor any verbal instruction from the Project Manager, are intended to relieve the construction contractor

of his contractual and/or other legal obligations in respect thereof, unless specifically indicated, in writing, by the Project Manager.

#### **4. PROFESSIONAL ENGINEERING SERVICES – ADVISORY SERVICES**

4.1 Advisory services have been referred to by the City of Winnipeg as “Type 1 Services”

4.2 Advisory services are normally not associated with or followed by preliminary design and/or design services.

4.3 Advisory services include, but are not limited to:

- (a) Expert Testimony;
- (b) Appraisals;
- (c) Valuations;
- (d) Rate structure and tariff studies;
- (e) Management services other than construction management;
- (f) Feasibility studies;
- (g) Planning studies;
- (h) Surveying and mapping;
- (i) Geotechnical investigations;
- (j) Hydrological investigations;
- (k) Safety audits;
- (l) Value engineering audits;
- (m) Inspection, testing, research, studies, or reports concerning the collection, analysis, evaluation; and
- (n) Interpretation of data and information leading to conclusions and recommendations based upon specialized engineering experience and knowledge.

#### **5. PROFESSIONAL ENGINEERING SERVICES – PRELIMINARY DESIGN**

5.1 Preliminary Design services have been referred to by the City of Winnipeg as “Type 2 Services”

5.2 Engineering services for preliminary design normally precede the detailed design of a Project.

5.3 Preliminary design services include, but are not limited to:

- (a) Preliminary engineering studies;
- (b) Engineering investigations;
- (c) Surface and subsurface site explorations, measurements, investigations, and surveys;
- (d) Operational studies including drainage studies, traffic studies, and noise attenuation;
- (e) Functional planning;
- (f) Formal and/or informal consultations with stakeholders and/or the general public

- (g) Physical, economical (capital and operating) and environmental studies including evaluation, comparison, and recommendation regarding alternative preliminary designs;
- (h) Special applications to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto and appearance before same in support of the application;
- (i) Identification of the necessary authorizations from regulatory authorities and/or public agencies and determination of any related impacts and/or risks to the Project;
- (j) Coordination with all the utilities including (but not limited to) hydro, telephone, gas, telecoms, fibre optics, traffic signals and other City or developer works with respect to location, relocation, construction and/or reconstruction;
- (k) Preparation and submission of a report and appropriate drawings to the Project Manager, fully documenting data gathered, explaining adequately the assessment made, stating with clarity the resulting conclusions, and containing all recommendations which are relevant to this stage of Project implementation.

## **6. CONSULTING ENGINEERING SERVICES – DETAILED DESIGN**

- 6.1 Detailed Design services have been referred to by the City of Winnipeg as “Type 3 Services”
- 6.2 Engineering services for detailed design normally involve preparation of detailed designs, construction contract specifications and drawings, analysis of bids and recommendations regarding construction contract award.
- 6.3 Detailed design services include, but are not limited to:
  - (a) Addressing alternative methods of accommodating; relocating; avoiding, and/or protecting utilities and railways; proposing alternative methods of solution, reviewing same with the appropriate regulatory approval agencies and stakeholders;
  - (b) Application to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto, and appearance before same in support of the application;
  - (c) Formal and/or informal consultations with stakeholders and/or the general public;
  - (d) Preparation and submission of detailed engineering calculations, drawings, and criteria employed in the design(s), securing review of and acceptance by the Project Manager;
  - (e) Submission of engineering drawings and plans for circulation through the Underground Structures process;
  - (f) Preparation of detailed engineering drawings, specifications and bid opportunity documents consistent with the standards and guidelines of the City, securing review of and acceptance by the Project Manager;
  - (g) Preparation and provision to the Project Manager in written form, a fully detailed formal construction contract estimate;
  - (h) Provision of appropriate response to bidders and advice to the Project Manager during the bid opportunity advertising period and, subject to acceptance by the Project Manager, issuing addenda to the bid opportunity documents;

- (i) Submission of a review, analysis, comparison, tabulation, calculation, and evaluation of the bids received, to the Project Manager, including a recommendation for construction contract award;
- (j) Arranging and attending a pre-award meeting with the recommended construction contractor, the Consulting Engineer and the Project Manager;
- (k) Preparation of a report including revised contract estimate, identifying and explaining variations from the earlier formal estimate.

## **7. PROFESSIONAL ENGINEERING SERVICES – CONTRACT ADMINISTRATION**

- 7.1 Contract Administration services have been referred to by the City of Winnipeg as “Type 4 Services”
- 7.2 Engineering services for Contract Administration are associated with the construction of a Project and include the office and field services required to ensure the execution of the Project in accordance with the intent of the City and in conformance with the particulars of the drawings and specifications.
- 7.3 Engineering services for Contract Administration can be generally divided into NON-RESIDENT and RESIDENT services.
- 7.4 NON-RESIDENT Contract Administration services include but are not limited to:
  - (a) Consultation with and advice to the Project Manager during the course of construction;
  - (b) Review and acceptance of shop drawings and other submissions supplied by the construction contractor or supplier to ensure conformance with the drawings and specifications;
  - (c) Review and report to the Project Manager upon laboratory, shop and other tests conducted upon materials and/or equipment placed or installed by the construction contractor to ensure conformance with the drawings and specifications;
  - (d) Acceptance of and/or recommendations for alternate materials and methods, subject to the approval of the Project Manager;
  - (e) Provision to the Project Manager of a complete, current monthly Project status report;
  - (f) Provision to the Project Manager a current update of revised construction contract-end cost estimate on a monthly basis, or more frequently if necessary, with explanation and justification of any significant variation from the preceding construction contract-end cost projection;
  - (g) Definition and justification of any changes to the construction contract for review by the Project Manager;
  - (h) Supplying the Project Manager with a copy of all significant correspondence relating directly or indirectly to the Project, originating from or distributed to, parties external to the Consulting Engineer, immediately following receipt or dispatch;
  - (i) Provision of adequate and timely direction of field personnel by senior officers of the Consulting Engineer;
  - (j) Establishment prior to construction and submission to the Project Manager of written and photographic records of, and assessment of the physical condition of the project site and the properties, buildings, facilities, and structures adjacent to the project site sufficient to equip the Consulting Engineer to provide valid evidence and relevant testimony in settlement of any claim involving the City by



any court of law, or by any other party for damages thereto arising from the Project;

- (k) Arranging and attending pre-construction meetings and on-site or off-site review meetings, including representatives of the construction contractor, the Project Manager, and other technical stakeholders as applicable;
- (l) The preparation and submission of:
  - (i) a detailed design notes package including items such as structural, geotechnical, hydraulic and heating, air-conditioning and ventilation design calculations; mechanical and electrical design calculations related to process equipment and building services; process design calculations; and instrumentation and process control design calculations;
  - (ii) approved related shop drawings and equipment process manuals all within one (1) month of completion of each separate installation construction contract required to complete the works.

7.5 RESIDENT Contract Administration services include but are not limited to:

- (a) Provision of qualified resident personnel – acceptable to the Project Manager – present at the Project site to carry out the services as specified below:
  - (i) inspection of all pipe prior to installation;
  - (ii) inspection and acceptance of excavation for, and full time inspection at the time of bedding placement, pipe laying and backfilling in respect of installation of watermains, land drainage sewers, and wastewater sewers;
  - (iii) inspection of installation of all connections to watermains, sewers, manholes, valves, hydrants or house services, and excavation and/or exposing of all underground services, structures, or facilities;
  - (iv) inspection of all excavations to determine soil adequacy prior to installation of base and subbase courses for sidewalks, public back lanes, and street pavements;
- (b) Further to 7.5(a), full time inspection will require assignment of qualified resident personnel – acceptable to the Project Manager – to each specific location when the referenced work is being undertaken by the construction contractor:
  - (i) full time inspection and/or testing of watermains and sewers;
  - (ii) full-time inspection during pavement placement; during finishing of public sidewalks and public lanes and/or street pavements
  - (iii) full-time inspection during construction of bridge infrastructure and other structural works.
- (c) Conduct detailed inspection of construction sufficient to ensure that the construction carried out by the construction contractor conforms to the drawings and specifications;
- (d) Co-ordination and staging of all other works on the Project site including traffic signal installations, hydro, telephone, and gas utility work, railway work forces and/or other City or developer work;
- (e) With approval of the Project Manager, provision of notice to adjacent residents and businesses of those stages of construction of the Project that will interrupt public services or access thereto, sufficiently in advance of same to permit preparation therefore;
- (f) Enforcement of construction contractor conformance with the City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City Streets and with reasonable standards of safety for motorists and pedestrians;

- (g) Provision of reference line and elevation to the construction contractor and checking upon the construction contractor's adherence thereto;
- (h) Representation of the City to the local residents and businesses and other inquiries in a professional manner, with responsible and prompt reaction to requests, minimizing impact and/or disruption of the Project to the extent possible;
- (i) Arranging for and carrying out of testing of materials utilized by the construction contractor to ensure conformance with the drawings and specifications;
- (j) Measurement, calculation, preparation, certification, and prompt submission of progress estimates to the Project Manager for payment to the construction contractor for construction performed in accordance with the drawings and specifications;
- (k) Arrange, attend and prepare and distribute records of and minutes for, regularly held on-site or offsite Project review meetings including representatives of the construction contractor and the City;
- (l) Promptly report any significant and unusual circumstances to the Project Manager;
- (m) Promptly arrange for and conduct a detailed final inspection of the Project with the construction contractor and the Project Manager prior to commencement of the period of contractor warranty specified in the construction contract for the Project, and providing to the Project Manager in written form an appropriate recommendation for commencement of the warranty period for the constructed or partially constructed Project;
- (n) Act as Payment Certifier and administer all construction contracts as required under the Builder's Liens Act of Manitoba;
- (o) Keep a continuous record of working days and days lost due to inclement weather during the course of construction contract works;

## **8. PROFESSIONAL ENGINEERING SERVICES – POST CONSTRUCTION SERVICES**

- 8.1 Engineering Services in the post-construction phase of a Project are associated with the completion and close-out of the Project and generally considered part of Contract Administration (Type 4) Services.
- 8.2 The Consulting Engineer is required to provide post-construction services including but not limited to:
- (a) Preparation of a Certificate of Substantial Performance in the standard City of Winnipeg format
  - (b) Preparation of a Certificate of Total Performance in the standard City of Winnipeg format
  - (c) Provision of inspection services during the warranty period of the construction contract;
  - (d) Provision of inspection services (as per 7.5(a)) for maintenance (paid) items within the warranty period of the construction contract;
  - (e) Coordination of a detailed inspection of the Project with the construction contractor and the Project Manager prior to the end of the period of construction contract warranty specified in the construction contract for the Project;
  - (f) Prompt resolution of:
    - (i) deficiencies in design
    - (ii) outstanding construction contract warranty issues

- (g) Submission of a final construction report within three (3) months of the Substantial Performance date of the construction contract, including final or projected final construction contract costs;
- (h) Provision of record drawings, within three (3) months of Substantial Performance date;
- (i) Preparation of a Certificate of Acceptance in the standard City of Winnipeg format.

## **9. PROFESSIONAL ENGINEERING SERVICES – ADDITIONAL SERVICES**

- 9.1 Additional Services have been referred to by the City of Winnipeg as “Type 5 Services”
- 9.2 Additional services are Consulting Engineering services that fall outside those described above and may or may not be associated with a construction project, but are not in place of or in substitution for those services elsewhere specified in the *Definition of Professional Consultant Services – Engineering*, with respect to other types or categories of Services.
- 9.3 Engineering Services called Additional Services include but are not limited to:
- (a) Revision of completed, or substantially completed, drawings and/or specifications that were in conformance with the original intent of the City or had been accepted by the Project Manager;
  - (b) Preparation of operating manuals and/or training of operating personnel;
  - (c) Start-up and/or operation of operating plants;
  - (d) Procurement of materials and equipment for the City;
  - (e) Preparation for and appearance in litigation on behalf of the City;
  - (f) Preparation of environmental studies and reports and presentation thereof in public hearings;
  - (g) Preparation and submission to the Project Manager, final quantities and dimensional measurements which the City requires for assessment of Local Improvement Levies within one (1) month of Project completion.

## **APPENDIX B – ESTIMATED FEES, EXPENSES AND LEVEL OF EFFORT**

**Appendix B - Estimated Fees, Expenses, and Level of Effort**

Work Breakdown Structure	Personnel	Name A	Name B	Name etc.	Fees	Disbursements	Total Fees and Disbursements
<b>1.0 Preliminary Design - 2011/2012</b>							
	Rate	\$	\$	\$			
1.1 Task 1		Hours	Hours	Hours	\$	\$	\$
1.2 Task 2		Hours	Hours	Hours	\$	\$	\$
1.2.1 Task 2a		Hours	Hours	Hours	\$	\$	\$
etc.		Hours	Hours	Hours	\$	\$	\$
	Preliminary Design	Hours	Hours	Hours			
	Disbursement A	\$	\$	\$	\$	\$	\$
	Disbursement B etc.	\$	\$	\$	\$	\$	\$
	<b>Sub-total Preliminary Design</b>				\$	\$	\$