



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 182-2012**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR  
WAVERLEY WEST ARTERIAL ROADS PROJECT – PART III – KENASTON BV EXTENSION  
– PTH 100 TO BISHOP GRANDIN BV – ROAD WORKS AND BRIDGE STRUCTURE**

**Proposals shall be submitted to:**

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

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR WAVERLEY WEST ARTERIAL ROADS PROJECT – PART III – KENASTON BV EXTENSION – PTH 100 TO BISHOP GRANDIN BV – ROAD WORKS AND BRIDGE STRUCTURE

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 19, 2012.
- 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 D1.1.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.
- B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.
- B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

### **B4. CONFIDENTIALITY**

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

## **B5. ADDENDA**

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

## **B6. PROPOSAL SUBMISSION**

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
  - (b) Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Management Proposal (Section C) in accordance with B9;
  - (b) Technical Proposal (Section D) in accordance with B10; and
  - (c) Project Schedule (Section E) in accordance with B11.
- B6.3 Further to B6.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format).
- B6.6 The Proposal should be presented in the Sections identified in B6.1 and B6.2 above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.6.1 Further to B6.6, the Proposal shall be **no more than twenty (20) pages**, exclusive of the required forms. Failure to adhere to the page limitation may render the Proposal non-responsive.
- B6.6.2 Further to B6.6.1, anything included as an appendix will not be evaluated.**
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B18.1(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 the total Fees for all disciplines, identified and necessary, for each Scope of Service phase of the Project (D3.5(a)), including:

- (a) Project planning and Preliminary Design;
  - (b) Detailed Design and Contract (Bid Opportunity) Preparation;
  - (c) Contract Administration services;
  - (d) Post-Construction services; and
  - (e) Other Project Costs.
- B8.2 Adjustments to Fees will only be considered based on increases or decreases 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 Fees shall include an allowance of up to 8% for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of included in B8.3. No other disbursements will be permitted.
- B8.4.1 Further to D16.2(c)(iii) and D16.2(c)(iv), the Allowable Disbursements shall be identified separately on each invoice.
- B8.5 The Fees shall include an allowance for other project costs for subconsultants and/or services such as materials testing, geotechnical sampling and analyses, and/or Underground Structures drawing acquisitions
- B8.5.1 Further to D16.2(c)(v), Fees may include an allowance of up to 5% for handling charges.
- B8.5.2 Further to B8.5, the Proposal should include a description of the assumed other project costs.
- B8.6 Proposal(s) shall include the Fees to be assessed for Engineering and other Services as defined in the Scope of Services (D4). The Fees must be included in the Proposal with descriptions.
- B8.7 The Fees associated with Preliminary Design shall:
- (a) be a Fixed Fee;
  - (b) include Allowable Disbursements.
- B8.8 The Fees associated with Detailed Design shall:
- (a) be a Fixed Fee;
  - (b) include Allowable Disbursements.
- B8.9 The Fees associated with Contract Administration shall:
- (a) be a Total Maximum based on Hourly Rates;
  - (b) include Allowable Disbursements;
  - (c) include Fees for supervision of any services anticipated under B8.5.
- B8.10 The Fees associated with Post-Construction Services shall:
- (a) be a Total Maximum based on Hourly Rates;
  - (b) include Allowable Disbursements.

- B8.11 The Fees associated with Other Project Costs shall:
- (a) be a Fixed Fee;
  - (b) as per B8.5.2, include a list of assumed Other Project Costs;
  - (c) include a maximum 5% handling fee.
- B8.12 Further to B8.7, B8.8, B8.9, B8.10 and B8.11, the Fees associated with the Kenaston Bv connection to PR100, as described in D5.3(k) should NOT be included in the proposal. Fees for this item will be negotiated at a later date.**
- B8.13 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.
- B8.14 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B9. MANAGEMENT PROPOSAL (SECTION C)**

- B9.1 Experience of Proponent and Subconsultant firms:
- (a) Proposals should describe the Proponent's experience, including:
    - (i) general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants;
    - (ii) details demonstrating the history and experience of the Proponent and Subconsultants in providing; design, management of construction and contract administration services on projects of similar size and complexity.
    - (iii) details demonstrating the Proponent's and Subconsultant(s)' experience relating to the Scope of Services identified for this Project.
- B9.2 Experience and qualifications of key personnel assigned to the Project:
- (a) Proposals should include, in tabular form:
    - (i) names of key personnel assigned to the Project, who shall not to be substituted without written permission from the Project Manager;
    - (ii) the experience and qualifications of the key personnel assigned to the Project including:
      - ◆ job title;
      - ◆ educational background and degrees;
      - ◆ professional affiliation;
      - ◆ years of experience on City of Winnipeg projects;
      - ◆ years of experience in current position; and
      - ◆ years of experience in design and construction administration.
  - (b) roles of each of the key personnel in the Project should be identified in an organizational chart;
  - (c) for each person identified, list the percentage of their time to be dedicated to the Project. Provide this information for each of the phases identified in D3.5(a) Scope of Services.
  - (d) Proposals should include, for each person identified in B9.2(a)(i), a list of at least two projects in which the person listed did comparable work and played a comparable role. Provide the following:
    - (i) description of project;
    - (ii) role of the person;
    - (iii) project owner;



- (e) Further to B9.2(d), and upon request of the Project Manager, the Proponent must be able to provide, for each person identified in B9.2(a)(i), two current references, including telephone numbers, for each project listed.

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

B9.3 Proponent's project management approach:

- (a) Proposals should include a methodology describing the Proponent's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project. The methodology should identify:
  - (i) Describe the job function for each person and group of people so identified;
  - (ii) time estimates by work activity and in total, including hourly rates, for each person identified in B9.2(a)(i).

## **B10. TECHNICAL PROPOSAL (SECTION D)**

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

B10.2 Specifically, Proposals should describe:

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

B10.3 Methodology should be presented in accordance with the Scope of Service phases as defined in D4.1, as well as in PART E - SPECIFICATIONS and Appendix A – Definition of Professional Consulting Services – Engineering.

B10.4 Details of the Scope of Services are provided in D4.1.

## **B11. PROJECT SCHEDULE (SECTION E)**

B11.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with durations on a weekly timescale and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B11.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes, not exceeding the time specified in D15.

## **B12. QUALIFICATION**

### **B12.1 The Proponent shall:**

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

### **B12.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:**

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

### **B12.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:**

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

### **B12.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.**

### **B12.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.**

## **B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

### **B13.1 Proposals will not be opened publicly.**

### **B13.2 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>**

B13.3 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.

B13.4 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.

#### **B14. IRREVOCABLE OFFER**

B14.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B14.2 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.

#### **B15. WITHDRAWAL OF OFFERS**

B15.1 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.

B15.1.1 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.

B15.1.2 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.

B15.1.3 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 B15.1.3(b), declare the Proposal withdrawn.

B15.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B14.2 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.

#### **B16. INTERVIEWS**

B16.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

#### **B17. NEGOTIATIONS**

B17.1 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.

B17.2 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.

- B17.3 If, in the course of negotiations pursuant to B17.2 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.

## **B18. EVALUATION OF PROPOSALS**

B18.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B12: (pass/fail)
- (c) Fees; (Section B) ..... 40%
- (d) Management Proposal; (Section C) ..... 30%
- (e) Technical Proposal; (Section D) ..... 20%
- (f) Project Schedule (Section E) ..... 10%

B18.2 Further to B18.1(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.

B18.3 Further to B18.1(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.

B18.4 Further to B18.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B18.5 Further to B18.1(d), the Management Proposal will be evaluated considering the experience of the Proponent's organization (firm) on projects of similar size and complexity, the experience and qualifications of the key personnel and Subconsultant personnel on projects of comparable size and complexity as well as the Proponent's project management approach and team organization.

B18.6 Further to B18.1(e), the Technical Proposal will be evaluated considering the Proponent's demonstrated understanding of the Project's technical and functional requirements.

B18.7 Further to B18.1(f), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, including, but not limited to, any Critical Stages identified.

B18.8 Notwithstanding B18.1(d) to B18.1(f), where Proponents fail to provide complete responses to B6.2(a) to B6.2(c), the score of zero will be assigned to the incomplete part of the response.

## **B19. AWARD OF CONTRACT**

B19.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B19.2 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.

- B19.2.1 Without limiting the generality of B19.2, 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.
- B19.3 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.
- B19.4 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).**
- B19.5 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.
- B19.6 The City may, at its discretion, award the Contract in phases.
- B19.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

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

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. PROJECT MANAGER

- D2.1 For the purposes of this Request for Proposal, and any inquiries thereof, the Project Manager is:

Michelle Harms, P.Eng.  
Email: [mharms@winnipeg.ca](mailto:mharms@winnipeg.ca)  
Telephone No. (204) 986-5164  
Facsimile No. (204) 986-5302

- D2.2 All correspondence and/or contact by Proponents with the City with respect to 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 In September of 2009, the Federal and Provincial governments announced funding of the WWARP through the Building Canada Fund, subject to the tri-level funding agreement.
- D3.1.1 On June 30, 2011, the Federal Transportation Minister and the Minister of State (Transport) provided federal approval-in-principle of funding for the Waverley West Arterial Roads Project, subject to the execution of a contribution agreement.
- D3.2 The elements of the Waverley West Arterial Roads Project are as follows:
- (a) First phase of a future grade-separated intersection where southbound Kenaston Bv to eastbound Bishop Grandin Bv traffic will be separated from other movements by a fly-over structure;
  - (b) A four lane arterial roadway linking the Kenaston Bv / Bishop Grandin Bv intersection with PTH 100, the south leg of Winnipeg's perimeter highway;
  - (c) An at-grade intersection at Kenaston Bv and PTH 100;
  - (d) The addition of two new lanes, and the rehabilitation of the two existing lanes on Waverley St from Sandusky Dr to Bison Dr;
  - (e) A new four lane section of Waverley St that realigns the road in a westerly direction to the proposed Kenaston Bv extension;
  - (f) An at-grade intersection at the realigned Waverley St and Kenaston Bv;
  - (g) Decommissioning the existing at-grade signalized intersection of Waverley St and PTH 100.
- D3.3 Due to prior work under existing development agreements, the City has direct-assigned professional engineering services to the following project elements:
- (a) Part I – Kenaston Bv northbound two-lane roadway (acting as a temporary bi-directional access) from Bishop Grandin Bv to North Town Rd, including the at-grade intersection

reconfiguration at Kenaston Bv and Bishop Grandin Bv, and construction of the embankments for the fly-over structure – Stantec Consulting Ltd;

- (b) Part II (a) – Waverley St twinning from Bison Dr to 260m north of Sandusky Dr – Wardrop Engineering Inc (dba Tetra Tech);
- (c) Part II (b) – Waverley St extension from Tim Sale Dr to the future Kenaston Bv extension – Wardrop Engineering Inc (dba Tetra Tech). **Does not include design of the Kenaston Bv/Waverley St intersection.**

D3.4 In addition to the assignments in D3.3:

- (a) The City has retained Morrison Hershfield Ltd. as a Third-Party Contract Administrator to perform the following services:
  - (i) General project management assistance for the Waverley West Arterial Roads Project (WWARP);
  - (ii) Project budget management;
  - (iii) Assistance with WWARP schedule definition and management;
  - (iv) Review of all designs, plans, estimates, specifications and any public information, including material for the public information session;
  - (v) Review of all invoices including engineering consultants and construction progress estimates;
  - (vi) Review of all proposed Change in Services and Change in Work orders;
  - (vii) All transportation safety audits;
  - (viii) Coordination of all WWARP design and construction activities.
- (b) The City will retain the services of a public participation consultant to develop and undertake a public participation process including the following services:
  - (i) Identify and prepare a profile of project stakeholders in the immediate area, as well as technical stakeholders, which may be impacted by the project;
  - (ii) Determine the needs and the impact of each stakeholder on the project;
  - (iii) Develop content, including updates, for a project webpage that will be hosted on the City's Major Project's website;
  - (iv) Develop content for communications to local residents and/or stakeholders, including, but not limited to, direct letters and updates to residents, press releases, social media, and advertisements;
  - (v) Develop and implement two open houses to engage the public:
    - The first open house will present the options and decision points that are up for discussion;
    - The second open house will present the decided design and its construction.
  - (vi) Develop content for the open houses, including, but not limited to, storyboards, handouts, and feedback forms. The feedback form shall also be available as an online survey link to be posted on the project webpage;
  - (vii) Provide a summary report of responses received from the feedback forms and open houses;
  - (viii) Arrange targeted meetings with the public, as required, to ensure any outstanding issues are addressed;
  - (ix) Advise on the public participation strategy as required.

**D3.5 The Preliminary Design, Detailed Design, Contract Administration and Post-Construction Services for remaining road and structural works are to be assigned to a Professional Engineering Consultant through this Request for Proposal, including the following elements:**

- (a) a new four lane divided arterial roadway between the Kenaston Bv / Bishop Grandin Bv intersection and PTH 100 (Perimeter Hw) – except for the segment described in D3.3(a) –



including accommodation of roadway access points as indicated on the site plan in Appendix C;

- (b) a new two-lane fly-over structure at the intersection of Kenaston Boulevard Bv and Bishop Grandin Bv, including approach lanes from a point south of McGillivray Bv, and reconnection of the Bishop Grandin Greenway active transportation facility through the Project site;
- (c) the new Kenaston Bv / PTH 100 (Perimeter Hw) intersection (subject to MIT approval of the configuration identified in D5.3(k));
- (d) closing the north leg of the Waverley St / PTH 100 (Perimeter Hw) intersection, including design of a turnaround to terminate Waverley St north of the closure;
- (e) Meeting all Project requirements as set forth in this document.

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

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

- (a) Project planning and Preliminary Design as outlined in D5;
- (b) Detailed Design and Contract (Bid Opportunity) Preparation as outlined in D6;
- (c) Contract Administration as outlined in D7;
- (d) Post-Construction services as outlined in D8.

D4.2 The successful Consultant will coordinate their activities with (including but not limited to):

- (a) City of Winnipeg (various departments);
- (b) The consulting firms directly assigned under D3.3
- (c) The City of Winnipeg's Third-Party Contract Administrator – Morrison Hershfield Ltd. – as described under D3.4(a);
- (d) The City of Winnipeg's public participation consultant as described under D3.4(b);
- (e) Manitoba Infrastructure and Transportation;
- (f) All utilities;
- (g) The respective developers of the Waverley West neighbourhoods: Manitoba Housing Renewal Corporation and Ladco Limited;
- (h) Other project stakeholders, including those identified through the public consultation process.

#### **D5. PROJECT PLANNING & PRELIMINARY DESIGN**

D5.1 Preliminary Design Services associated with the Contract are described in Appendix A-5.

D5.1.1 Upon award of Contract, the City will provide to the Consultant, a drawing showing functional geometry of the new corridor.

D5.2 Where applicable, the designs must address:

- (a) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
- (b) City of Winnipeg's *Transportation Standards Manual* (February 1991);
- (c) City of Winnipeg's *Accessibility Design Standards* (May 2010);
- (d) City of Winnipeg's *Tree Planting Details and Specifications Downtown Area and Regional Streets* (May 2009);
- (e) City of Winnipeg's *Tree Removal Guidelines*;
- (f) The current edition of *The City of Winnipeg Standard Construction Specifications*;
- (g) CAN/CSA S6 Canadian Highway Bridge Design Code to accommodate CL-625 Loading;

- (h) All guardrail and crash cushions shall be non-gating and as a minimum conform to the requirements of NCHRP 350, TL-3.

D5.3 The Consultant is responsible for:

- (a) Confirming the scope of work required using professional engineering judgement;
- (b) Acquiring the historical and as-built drawings within Project limits from Underground Structures;
- (c) Reviewing record drawings, reports, and other information pertinent to the preliminary design process, including but not limited to (all documents available from [www.winnipeg.ca](http://www.winnipeg.ca)):
  - (i) OurWinnipeg (adopted July 12, 2011)
  - (ii) OurWinnipeg Sustainable Transportation Strategy (adopted July 12, 2011)
  - (iii) [The Winnipeg Transportation Master Plan](#) (adopted November 16, 2011)
  - (iv) Area Structure Plans:
    - ◆ [Waverley West Area Structure Plan \(#10/06\)](#)
    - ◆ [Waverley West Northeast Neighbourhood Area Structure Plan \(#210/06\)](#)
    - ◆ [Waverley West Northwest Neighbourhood Area Structure Plan \(#37/2010\)](#)
    - ◆ [Waverley West Southeast Neighbourhood Area Structure Plan \(#140/07\)](#)
    - ◆ [Waverley West Town Centre Neighbourhood Area Structure Plan \(#38/2010\)](#)
- (d) Reviewing regulatory requirements (e.g. Environmental Assessment Screening Report – see Appendix D) and incorporate into Preliminary Design, Detail Design, and Contract Administration phases of the project
- (e) Identifying and obtaining approvals from the appropriate regulatory agencies as necessary
- (f) Undertaking topographic survey of the project area and additional areas as may be required to complete the preliminary design process;
- (g) Conducting surface and sub-surface site explorations, measurements, investigations and surveys to carry out preliminary design as may be mutually agreed to by the City.
  - (i) Where additional Site investigation services are required, engaging the services of appropriate qualified Subconsultant personnel, including but not limited to: geotechnical investigation (E2), feedermain assessment(s) and materials testing.
- (h) Reviewing and assessing utility needs and conflicts applicable to the project
  - (i) It is anticipated that Manitoba Hydro and Manitoba Telecom Services will design and relocate their own plant;
- (i) Undertaking preliminary geometric design for the new arterial roadway facility**
  - (i) Determining by means of traffic operational studies and analyses, appropriate geometric requirements for all intersections and median openings. Analysis is to be conducted using Synchro and Simtraffic and the resulting files are to be provided to the City for review;
  - (ii) Determining by means of traffic operational studies and analysis, the traffic management plan required to provide an acceptable level of service during construction;
  - (iii) New roadway geometry to accommodate future six laning of Kenaston Boulevard. Drawings must show future six lane widening option;
  - (iv) Performing a noise study/analysis for affected residences in Whyte Ridge along Kenaston Boulevard from Scurfield Boulevard to the new intersection, including the fly-over structure. Make recommendations as a result of the study in accordance with the City's Neighbourhood Liveability by-law (1/2008 – Part 5);
  - (v) Undertaking a pavement design analysis that recommends pavement structure and utilizes a life cycle cost analysis in order to determine the preferred option. Assumptions to the life cycle cost requirements to be reviewed by the City prior to analysis;

- (vi) Reviewing potential overhead sign structure locations and requirements with the City of Winnipeg. The Consultant should allow for four (4) cantilever type structures and one (1) bridge (full-span, three lanes) type structures and brackets on the south side of the flyover structure to accommodate two overhead guide signs. Sign size and identification will be supplied by the City. Structural design requirements will be based on current Public Work standards using AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals* (the "AASHTO Standard Specs"), latest edition plus interims and the following additional criteria:
  - (i) Equation 3-1 of AASHTO Clause 3.8.1 shall be modified as follows:
    - ◆  $P_z = 2.7 q K_z C_d \geq 1.44 \text{ kPa}$
    - ◆ Where  $q$  shall be taken from CAN/CSA S6, Table A3.1.1 for a return period of 50 years
  - (ii) The design ice thickness for ice accretion shall be the value given in CAN/CSA S6, Figure A3.1.4;
  - (iii) The minimum vertical clearance below the sign panels shall be 5.0 metres;
  - (iv) Signage along PTH 100 will be the responsibility of Manitoba Infrastructure and Transportation.
- (j) Undertaking preliminary structural design for the new fly-over structure**
  - (i) Bridge structure design shall be in accordance with the current edition of the Canadian Highway Bridge Design Code CAN/CSA-S6 to accommodate CL-625 Loading to be structurally and functionally safe in terms of accommodating traffic, operating and maintenance activities for a 75-year service life. The bridge structure design shall also be evaluated to determine its ability to carry three different truck configurations with GVWs of 81,090 kg, 124,057 kg, and 166,060 kg. Confirmation of the exact configurations shall be in consultation with City staff. A recommendation shall be made as to whether these overloads can be allowed on an Annual, Bulk, controlled, or Single Trip Permit basis;
  - (ii) Determining by means of traffic operational studies and analysis, appropriate geometric requirements for all approach and exit lanes;
  - (iii) Determining by means of traffic operational studies and analysis, the traffic management plan required to provide an acceptable level of service during construction. Consultant to assume that they are responsible to obtain appropriate traffic data in order to complete the analysis (i.e. traffic count and classification if necessary);
  - (iv) Geometry of the new structure to accommodate future six laning of Kenaston Boulevard.
- (k) Undertaking preliminary geometric design for the new roadway connection to PTH100**
  - (i) The City and Manitoba Infrastructure and Transportation have not determined the final configuration of the connection between Kenaston Bv and PTH 100. The consultant WILL be required to design this connection, but a price for this element is **NOT REQUESTED AT THIS TIME**. Upon finalization of the functional alignment, fees for this specific item will be negotiated with the successful Proponent;
- (l) Undertaking preliminary geometric design for closure of Waverley St on the north side of PTH 100**
- (m) In general and for all elements:**
  - (i) Identifying and incorporate Universal Design standards into the preliminary plan;
  - (ii) Designing drainage facilities for the road and rights-of-way and ensuring compatibility with adjacent development plans;
  - (iii) Developing project aesthetics including minor streetscaping, active transportation facilities including connections into adjacent neighbourhoods, landscaping, and noise attenuation (if required);

- (iv) Identifying property requirements if any, providing necessary information to the City to support the process of property acquisition including figures and an expropriation report if necessary;
  - (v) Developing a project Risk Management Plan identifying risks and appropriate mitigation strategies as they relate to the successful completion of the project. Tools developed by the City of Winnipeg Audit Department are available at: <http://winnipeg.ca/audit/irm.stm>;
  - (vi) Chairing and recording minutes of Technical Steering Committee meetings;
  - (vii) Preparing preliminary design drawings engineering drawings and schedules, cost estimates and cash flow forecasts. Preliminary Design drawings to provide all the necessary information pertaining to geometric requirements for the project;
  - (viii) Developing a plan of implementation, including scheduling, cost estimates and cash flow forecasts for the recommended design;
  - (ix) Providing support for presentations to and/or meetings with Community Committees, Committees of City Council, City and Provincial departments, regulatory and licensing authorities, utilities, trails associations and other groups as deemed necessary;
  - (x) Providing preliminary design information as required to the public participation consultant as described under D3.4(b);
    - (i) Working with the public participation consultant to determine any design options or decision points before they are presented to the public for comment;
    - (ii) Providing images and information to the City for a public information session as well as updates to the City's Major Project's website;
  - (xi) Providing Project details and regular Project updates to the Envista right-of-way coordination system;
  - (xii) Documenting all design criteria by component (roadway, drainage, bridge, etc);
  - (xiii) Participating in a value engineering exercise for consideration in Preliminary Design and producing a response report;
  - (xiv) Presenting the preliminary design information to the City's Project Steering Committee;
  - (xv) Preparing and submitting a report documenting the Preliminary Design process and recommended Preliminary Design. Six (6) hard copies and a PDF version, properly bookmarked shall be submitted;
  - (xvi) Providing the Preliminary Design information to the transportation safety audits 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;
  - (xvii) Preparing a response report to any recommendations or suggestions arising from the Preliminary Design Safety Audit Report commissioned by the City;
  - (xviii) Any and all associated ancillary services required to successfully complete the preliminary design to the satisfaction of the City of Winnipeg.
- (n) Preliminary Design consulting services includes all those activities required prior to the commencement of detailed design.**

## **D6. DETAILED DESIGN & CONTRACT PREPARATION**

D6.1 Detailed Design Services associated with the Contract are described in Appendix A-6.

D6.2 Designs to be submitted for review must:

- (a) Be sealed by a Professional Engineer, registered in the Province of Manitoba
- (b) Include a pavement design brief;
- (c) Include the pavement cross section within the right-of-way;
- (d) Include the dimensioned jointing design (where applicable);

- (e) Include separate overall horizontal geometry layout drawings. Drawings should be at a 1:500 horizontal scale with control line data for various elements as required (based on northing and easting), appropriate spiral and curve data, control point data, layout of key pavement edges based on the alignments shall be done by station-offset methods (northing and easting layout will not be accepted), directional traffic arrows, lane widths, taper dimensions, storage lengths for acceleration and deceleration movements, and offset – radii information at all islands and median openings;
- (f) Include construction staging drawings/figures. Consultant should be prepared to design and/or plan for multiple stages for intersection work that includes concrete slab construction (as appropriate);
- (g) Include all relevant plan and profile information. Profiles should show pavement edges and multiple lane data where applicable;
- (h) Include landscaping and minor streetscaping aesthetics, detailed on separate drawings;
- (i) Include all design details, plan and profile for any noise mitigation measures to protect the Whyte Ridge neighbourhood in accordance with the City's Neighbourhood Liveability by-law (1/2008 – Part 5);
- (j) Include overhead sign structure details and associated roadside hazard protection meeting NCHRP 350 TL-3 minimum requirements (where necessary);
- (k) Prepare all structural drawings and specifications pertaining to the new fly-over structure;
- (l) Include miscellaneous details as required to better define the scope of work for the Contractor;
- (m) Conform to the Manual for the Production of Construction Drawings for the City of Winnipeg, Works and Operations Division (November 1984).

D6.3 The Bid Opportunity documents must be prepared:

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

D6.4 The Consultant is responsible for:

- (a) Planning the construction contract activities and determine if multiple contracts are necessary or warranted. **Intentions should be indicated in the Proposal submission and schedule;**
- (b) Provision of the Detailed Design information to the transportation safety audits consultants engaged directly by the City and assigned to the Project. Upon receiving comments from the Safety Audit, the Consultant is expected to prepare a response and make alterations in the design as agreed upon by the City;
- (c) Allowing sufficient time for review by the City's Project Manager, the Third-Party Contract Administrator (see D3.4(a)) and Technical Steering Committee;
  - (i) The Consultant should allow six weeks for circulation to Underground Structures
  - (ii) The Consultant should ensure that separate copies are sent to affected utilities, with specific requests made for estimates, where required. This is an ongoing process throughout the preliminary and detailed design phase with the associated utilities and civic and provincial departments
- (d) Including any and all associated ancillary services required to successfully complete the Detailed Design, up to the point where a construction contract is awarded, to the satisfaction of The City of Winnipeg.

## D7. CONTRACT ADMINISTRATION

D7.1 Contract Administration Services associated with the Contract are described in Appendix A-7, and, where applicable, shall be conducted in accordance with the *Manual of Project Administration Practice* (DRAFT March 1992 – See Appendix B – References).

- D7.1.1 In the event of conflict and/or ambiguity between Appendix A – Definition of Professional Consulting Services – Engineering, and/or the *Manual of Project Administration Practice*, the Project Manager shall provide the final interpretation.
- D7.2 The Consultant is required to provide NON-RESIDENT Contract Administration Services including but not limited to:
- (a) Ensuring persons with demonstrated experience are assigned to administer the Project for the duration of the Project, with personnel changes only upon approval of the Project Manager;
  - (b) Timely processing of accurate progress payments and invoices;
  - (c) Conducting pre-award and pre-construction meetings with formal notes as described in the City of Winnipeg's *Manual of Project Administration Practice* (DRAFT March 1992 – see Appendix B – References).
- D7.2.1 Further to D7.2, the Consultant will be required to coordinate their activities with the Third-Party Contract Administrator described in D3.4
- D7.3 The Consultant is required to provide RESIDENT Contract Administration Services including but not limited to:
- (a) Coordination of the day-to-day Site activities;
  - (b) Ensuring construction contractor conformance to the City of Winnipeg's *Manual of Temporary Traffic Control*;
  - (c) Field and/or laboratory testing and verification of construction material quality;
  - (d) Field measurement and verification of construction material quantities in a manner so as to minimize contract disputes;
  - (e) Provision of periodic and timely updates to the Project Manager on progress and/or expenditures, through:
    - (i) Regular Site meetings with formal minutes as described in the City of Winnipeg's *Manual of Project Administration Practice* (DRAFT March 1992 – see Appendix B – References), including the date, location & attendees. Issues, updates and amendments must be itemized and dated;
    - (ii) Other formal and/or informal documented means;
  - (f) Representation of the City to the local residents and businesses in a professional manner, with responsible and prompt reaction to reasonable requests (minimizing impact and/or disruption of the Project to the extent possible);
  - (g) On-going updates to the lane-closure information line as required;
  - (h) Supervision of Subconsultants required to perform any services under D5.3(g)(i);
  - (i) Provision of Project details and regular Project updates to the Envista right-of-way coordination system.

## **D8. POST-CONSTRUCTION**

- D8.1 Post-Construction Services associated with the Contract are described in Appendix A-8.
- D8.2 The Consultant is required to provide Post-Construction Services including but not limited to:
- (a) Preparation of one of each of the following for every construction contract administered under the Project:
    - (i) Certificate of Substantial Performance;
    - (ii) Certificate of Total Performance; and
    - (iii) Certificate of Acceptance.
  - (b) Additional Contract Administration for maintenance (pay) items within the warranty period of the construction contract;

- (c) Resolution of deficiencies and/or outstanding warranty issues;
- (d) Submission of a final construction report within three months of Substantial Performance of the construction contract, including:
  - (i) Summary report
    - (i) The summary report shall consist of a description of:
      - ◆ Services accomplished, including initial and final scope of Project;
      - ◆ Documentation of scope changes, if any;
      - ◆ Final pavement design;
      - ◆ Issues encountered and resolutions achieved;
      - ◆ Any outstanding services or issue-resolutions required; and
      - ◆ Final or projected final contract cost;
      - ◆ Daily field reports (as an appendix);
      - ◆ Field test reports (as an appendix).
    - (ii) A separate construction report shall be provided for the fly-over bridge and related structures.
  - (ii) Photographs – good quality digital photos using descriptive file names (including year), provided on CD or DVD (notwithstanding pre-construction Site and property condition assessment photos, as per Appendix A – Definition of Professional Consultant Services – Engineering – Public Works)
    - ◆ typical pre-construction photos
    - ◆ typical post-construction photos
    - ◆ typical construction operation photos (e.g. concrete pour, paving operation).
  - (iii) Provision of record drawings, where required, in accordance with the As-Built Drawing Requirements (E1), within three months of Substantial Performance of each construction contract, unless waived or amended in writing by the Project Manager.

## **D9. BUILDING CANADA FUND CONDITIONS**

- D9.1 In accordance with the Building Canada Fund, the Proponent will:
- (a) Maintain proper and accurate accounts and records, including but not limited to contracts, invoices, statements, receipts and vouchers, in respect of the Project, for at least six (6) years after the construction contracts Substantial Completion Dates. The City of Winnipeg has the contractual right to audit the records;
  - (b) Respect all applicable labour, environmental and human rights legislation; and
  - (c) Permit Canada, the Auditor General of Canada, and/or their designated representatives, to the extent permitted by law, at all times, to inspect the terms of the Contract and any records and accounts respecting the Project, and to have free access to the Project sites and any documentation relevant for the purpose of audit.

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

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

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

### **D11. INSURANCE**

- D11.1 The City of Winnipeg shall provide and maintain the following Project Insurance Coverages:

- (a) Wrap Up Liability insurance in an amount of no less than five million dollars (\$5,000,000)
- D11.2 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D11.3 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.
- D11.3.1 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.
- D11.4 The policies required in D11.3(a) to D11.3(a)(iv):
- (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.
- D11.5 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D11.3(a) and D11.3(b).
- D11.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D11.11.
- 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 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D11.10 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D11.9.
- D11.11 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.

## **D12. SECURITY CLEARANCE**

Each individual proposed to perform the following portions of the Work:

- (a) any Work on private property;
  - (b) communicating with residents and homeowners in person or by telephone;
- shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at their place of residence.
- D12.2 Prior to the commencement of any Work specified in D12.1, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- D12.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in D12.1.
- D12.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified. Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in D12.1.

## **D13. SAFE WORK PLAN**

- D13.1 The Consultant can not commence any Services until a Project-specific Safe-Work Plan(s) is verified as in place for the high-risk activities he may engage in prior to the commencement of a construction contract. The format is available at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

## **SCHEDULE OF SERVICES**

### **D14. COMMENCEMENT**

- D14.1 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.
- D14.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D10;

- (ii) evidence of the insurance specified in D11;
    - (iii) the security clearances specified in D12;
    - (iv) the evidence of the Safe Work Plan specified in D13.
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D14.2.1 Further to D14.2(a)(iii), subject to all other requirements being met, the Consultant may, upon approval of the Project Manager, commence Services prior to submitting the security clearances.
- D14.2.2 Further to D14.2(a)(iv), subject to all other requirements being met, the Consultant may, upon approval of the Project Manager, commence Services prior to submitting the Safe Work plan.
- D14.3 The City intends to award this Contract by May 11, 2012.

## **D15. CRITICAL STAGES**

- D15.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Preliminary Design completed by October 15, 2012;
  - (b) All segments of Kenaston Bv between South Town Rd and Bishop Grandin Bv **open to vehicular traffic** by December 31, 2013;
  - (c) Total Performance of all construction contracts by March 31, 2015.
- D15.2 Further to C1.1(tt), Total Performance for this Consulting Services Contract will be after the issuance of the Certificate of Acceptance for the construction contract which is expected to be two (2) years from Substantial Performance of the final construction contract.

## **MEASUREMENT AND PAYMENT**

### **D16. INVOICES**

- D16.1 Further to C10, the Consultant shall submit monthly invoices to the Project Manager.
- D16.2 Invoices must clearly indicate:
- (a) the City's purchase order number;
  - (b) project file number;
  - (c) a breakdown of:
    - (i) Preliminary Design Fees;
    - (ii) Detailed Design Fees;
    - (iii) Contract Administration Fees including hours and hourly rates for Services provided in the invoice period;
      - (i) Allowable Disbursements shall be identified separately on each invoice.
    - (iv) Post Construction Service Fees including hours and hourly rates for Services provided in the invoice period;
      - (i) Allowable Disbursements shall be identified separately on each invoice.
    - (v) Other Project costs and Subconsultant Fees in accordance with D4.1 including the invoiced amount plus an allowed 5% handling fee. Copies of invoices must be attached.
  - (d) the amount payable with GST and MRST (as applicable) shown as separate amounts; and
  - (e) the Consultant's GST registration number.

- D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D16.4 Proposal Submissions must be submitted to the address in B6.10.

## PART E - SPECIFICATIONS

### ADDITIONAL REQUIREMENTS

#### E1. AS-BUILT DRAWING REQUIREMENTS

- E1.1 AS-BUILT drawings are required for all components of WWARP, unless specifically declined, in writing, by the Project Manager.
- E1.2 Initial submission of AS-BUILT drawings must be received within three months of Substantial Performance of the construction contract, unless waived, in writing, by the Project Manager.
- E1.3 Drawings shall:
- (a) Conform to the *Manual for the Production of Construction Drawings for the City of Winnipeg*, Works and Operations Division (November 1984 – See Appendix B – References).
  - (b) Be in the AutoCAD format and indicate the version used.
  - (c) Be AS-BUILT with dimensions corrected in both TEXT and GRAPHICS.
  - (d) Show pavement dimensions to the “back of curb” (edge of pavement).
  - (e) Include plot style table.
  - (f) Be produced in the NAD 83, UTM, ZONE 14, (Global co-ordinate system) Note: Public Works Engineering will provide the Legal Streets Base Layer for the required drawings.
  - (g) Indicate if a scale factor was or was not used, and if used the scale factor used is to be indicated.
  - (h) Show all bore holes and their UTM coordinates.
  - (i) Include, where applicable:
    - (i) Pavement cross-section(s)
    - (ii) Asphalt Supplier
    - (iii) Concrete Supplier
    - (iv) Geotextile used – type, manufacturer & supplier
    - (v) Sub-drains used – type, manufacturer & supplier
- E1.4 A PDF copy of all AS-BUILT drawings shall be included.
- E1.5 Two (2) copies of the AutoCAD Digital Drawings and PDF copies shall be written to a compact disk (CD) or DVD. Both copies shall be clearly labelled identifying the Project number.
- E1.6 As-built hard copy must be on Mylar paper and must be sealed by an Engineer registered to practice in the Province of Manitoba.
- E1.7 Original signed Mylar copy and the two (2) CD's shall be sent by mail or courier to:

*Attention:*

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

Gary Tront, CET,  
GIS Specialist  
204.471.7630  
[gtront@winnipeg.ca](mailto:gtront@winnipeg.ca)

E1.8 In addition:

- (a) Included on the CD's will be a separate drawing in AutoCAD format with the following (8) basic layers (none of which shall include text) and a list describing additional layers used:

**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)                 |

**E2. GEOTECHNICAL SAMPLING AND ANALYSES**

E2.1 Fieldwork

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

E2.2 Lab Work

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

(d) Prepare test-hole logs and classify subgrade (based on hydrometer) as follows:

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

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