



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 225-2012**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR  
PRELIMINARY ENGINEERING FOR THE REHABILITATION OF THE PORTAGE AVENUE  
TWIN BRIDGES OVER STURGEON CREEK AND RELATED WORKS**

**Proposals shall be submitted to:**

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

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
------------------	---

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Proposal Submission	2
B7. Proposal (Section A)	3
B8. Fees (Section B)	3
B9. Management Proposal (Section C)	4
B10. Technical Proposal (Section D)	5
B11. Project Schedule (Section E)	5
B12. Qualification	5
B13. Opening of Proposals and Release of Information	6
B14. Irrevocable Offer	6
B15. Withdrawal of Offers	7
B16. Interviews	7
B17. Negotiations	7
B18. Evaluation of Proposals	7
B19. Award of Contract	8

### PART C - GENERAL CONDITIONS

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

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Project Manager	1
D3. Background	1
D4. Scope of Services	2
D5. Work By City Forces	4

#### Submissions Prior to Start of Services

D6. Authority to Carry on Business	4
D7. Insurance	4
D8. Safe work plan	5

#### Schedule of Services

D9. Commencement	5
D10. Critical Stages	6

### PART E - SPECIFICATIONS

E1. Sewer Televising Guidelines	1
---------------------------------	---

#### Appendix A – Definition of Professional Consultant Services – Engineering

#### Appendix B – Estimated Fees, Expenses and Level of Effort

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR PRELIMINARY ENGINEERING FOR THE REHABILITATION OF THE PORTAGE AVENUE TWIN BRIDGES OVER STURGEON CREEK AND RELATED WORKS

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 25<sup>th</sup> 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 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) Management Proposal (Section C) in accordance with B9;
  - (b) Technical Proposal (Section D), in accordance with B10;
  - (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 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 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 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), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- 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. MANAGEMENT PROPOSAL (SECTION C)**

- B9.1 Proposals should include:
- (a) Identification of experience of the Proponent and Subconsultants in bridge engineering, transportation engineering, traffic management, and project management on up to three projects of similar size and complexity.
  - (b) Details demonstrating the history and experience of the Proponent and Subconsultants in providing; design services on up to three projects of similar size and complexity.
- 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.
- B9.4 Describe your approach to overall team formation and coordination of team members.
- B9.4.1 Include an organizational chart for the Project.
- B9.5 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 B9.4.1.
- B9.6 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).

B9.7 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.

B9.8 Describe your firm's quality management plan during the performance of Services to ensure the City of Winnipeg receives a quality product.

B9.9 Proponents shall describe the methods proposed for effective communication with the City.

B9.10 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.

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

B10.1 Methodology should be presented in accordance with the Scope of Services identified in D4.

B10.2 Proposals should describe:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the urban design issues;
- (c) the Proponent's technical approach and methodology to complete the services;
- (d) all deliverables for the project;
- (e) all activities and services to be provided by the City;
- (f) any assumptions made with respect to the deliverables and Scope of Services;
- (g) the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project;
- (h) any other issues that conveys your team's understanding of the Project requirements.

B10.3 For each person identified in B9.5, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

## **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 resource assignments (key designers), durations (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 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.

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

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 there from: (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) 30%
  - (f) Project Schedule. (Section E) (pass/fail)
- 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), Management Proposal will be evaluated considering the experience of the organization and key personnel on projects of similar size and complexity as well as other information requested.
- B18.6 Further to B18.1(e), Technical Proposal will be evaluated considering your firm's understanding of the City's Project, the proposed methodology, as well as other information requested.
- 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.
- 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*, these Supplemental Conditions are applicable to the Services of the Contract.

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

D2.1 The Project Manager is:

Matt Chislett P. Eng.

Email: mchislett@winnipeg.ca

Telephone No. (204) 986-3508

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 existing facility consists of twin bridges constructed in 1981 and 1982. The bridges are separated by a longitudinal joint located in the centre median slab.

D3.2 The bridge superstructures consist of prestressed concrete box girders that support a 100 mm thick reinforced concrete deck slab. A 50 mm thick high density concrete overlay was placed over the concrete deck.

D3.3 The bridges were designed for AASHTO HS-30 live loading. No load rating analysis has ever been undertaken for the bridges.

D3.4 It is the City's intent that the bridge will have a minimum remaining useful service life of 50 years following the recommended rehabilitation work. The City expects that a second bridge rehabilitation may be required in approximately 25 years in order to achieve the 50 year service life extension.

D3.5 The deck, sidewalks, shoulder traffic barriers, and median slabs are reinforced with epoxy coated reinforcing bars.

D3.6 The bridges have received regular bridge maintenance.

D3.7 Tetra Tech will be performing a bridge deck survey using ground penetrating radar equipment in the spring of 2012 under a separate contract with the City of Winnipeg. The report detailing the results of the testing will be provided to the Consultant for use in the bridge deck condition assessment.

D3.8 The City's proposed project schedule for the bridge rehabilitation works is:

(a) Preliminary Design completed in 2012;

(b) Final Design and Tendering complete in 2013;

(c) Year 1 construction starting in the spring of 2014 and completed by September 2014;

- (d) Year 2 (if required) starting in the spring of 2015 and completed by September 2015.
- D3.9 The westbound lanes of Portage Avenue will be resurfaced in 2012 from Aldine Street to Sturgeon Road. The resurfacing will not extend onto the bridge or the approach slabs. The eastbound lanes on Portage Avenue have been resurfaced recently.
- D3.10 The Water and Waste Department is considering replacing the existing cast iron watermain on the north side of Portage Avenue between Ronald Street and the east end of the bridge in 2014 or 2015. The watermain was installed in 1920. The watermain replacement work will be coordinated with the bridge rehabilitation work.
- D3.11 A separate Request For Proposal will be issued to carry out Final Design, Contract Administration, and Post Construction services.

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

- D4.1 The Services required under this Contract shall consist of Preliminary Design Services as defined in Appendix A shall include but not be limited to:
- (a) Confirm the scope of work required using professional engineering judgment.
  - (b) 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.
  - (c) 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.
  - (d) Review and incorporate regulatory requirements into project plan and schedule.
  - (e) Review and incorporate utility services applicable to the project.
  - (f) Carry out sewer CCTV inspections in accordance with City of Winnipeg Sewer Televising Guidelines in E1.
  - (g) Undertake a detailed inspection of the structure recorded using the Ontario Structure Inspection Manual method of inspection;
  - (h) Undertake a corrosion potential survey of the bridge deck surface, traffic barriers, sidewalk, fascia surfaces and other surfaces as appropriate. The superstructures contain epoxy-coated reinforcing bars. The Consultant shall carry out the survey in accordance with the requirements in the Ontario Structure Rehabilitation Manual for bridges containing epoxy-coated reinforcement or as otherwise approved by the City.
  - (i) Undertake a chloride content survey of the bridge deck, traffic barriers, sidewalk surfaces, fascia and other elements as appropriate. Recommend the number of samples required for adequate assessment.
  - (j) Review the results of the deck ground penetrating radar survey provided by the City of Winnipeg and incorporate the findings into the bridge deck condition assessment.
  - (k) Recommend and undertake any additional testing that may be appropriate to assess the structure condition subject to approval by the City;
  - (l) Undertake preliminary structural design for the modified structures including structural analysis of the existing structure where it is deemed necessary.
  - (m) Develop bridge rehabilitation alternatives based on life cycle costing to identify the optimum timing for bridge component rehabilitation measures in the current and future rehabilitation projects.
  - (n) The bridge rehabilitation design shall be undertaken in accordance with CAN/CSA-S6-06. The design live load vehicle shall be the CL1-625 in accordance with Clause 14. In addition, the rehabilitated structure shall be capable of carrying all legal loads up to a 62 500 kg G.V.W. on an unrestricted basis. Reliability indices, highway classes, and load factors shall be mutually agreed with the City prior to the start of detailed analysis.

- (o) The rehabilitated structure design shall also be evaluated to determine it's ability to carry three different overload truck configurations with G.V.W.'s 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.
  - (p) Investigate the feasibility of widening the bridge sidewalks.
  - (q) 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. Provide recommendations for managing pedestrian, cyclist, and transit traffic during construction. The consultant shall consider the possible watermain replacement work when developing the traffic management plan.
  - (r) Incorporate Universal Design standards;
  - (s) Undertake a risk assessment.
  - (t) Document all the design criteria by component (structures, roadway, utility, etc.)
  - (u) Development of project aesthetics related to the pedestrian/cyclist environment including streetscaping, landscaping and structure architectural details.
  - (v) Identify property requirements and/or temporary construction easements required and provide necessary information to the City to support the property acquisition process including drawings and expropriation reports if necessary.
  - (w) Prepare preliminary engineering construction drawings and schedules in sufficient detail to produce Class 3 estimates.
  - (x) Prepare a Class 3 estimate of capital costs and cash flow consistent with the City's Capital Forecast.
  - (y) 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.
  - (z) 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.
  - (aa) Prepare a Response Report to those recommendations or suggestions in the preliminary design Safety Audit Report designated by the City.
  - (bb) Include any and all associated ancillary services required to successfully complete the preliminary design to the satisfaction of The City of Winnipeg.
- D4.2 The consultant shall submit written Monthly Status Reports to the City's project manager. The status reports shall include:
- (a) Progress on tasks since previous report;
  - (b) Planned accomplishments for the next period;
  - (c) Project schedule update;
  - (d) Project budget update;
  - (e) List concerns, potential problems, risks, etc, for the project.
- D4.3 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.
- D4.4 The City document identified "Manual of Project Administration Practice," dated March, 1992 shall be applicable to the provision of consulting services for this project.

## **D5. WORK BY CITY FORCES**

- D5.1 The City of Winnipeg will provide traffic control and construction crews for the purpose of localized bridge concrete removals and patching for the purposes of bridge condition assessment at no charge to the Consultant.

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

### **D6. AUTHORITY TO CARRY ON BUSINESS**

- D6.1 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.

### **D7. INSURANCE**

- D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

- D7.2 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 there from) 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.
  - (ii) The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twenty-four (24) months after total performance.

- D7.3 The policies required in D7.2(a) to D7.2(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.

- D7.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a) and D7.2(b).
- D7.5 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 D7.10.
- D7.6 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.
- D7.7 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.
- D7.8 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.
- D7.9 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 D7.8.
- D7.10 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.

#### **D8. SAFE WORK PLAN**

- D8.1 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. The format is available at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

#### **SCHEDULE OF SERVICES**

##### **D9. COMMENCEMENT**

- D9.1 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.
- D9.2 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 D6;
    - (ii) evidence of the insurance specified in D7;
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D9.3 The City intends to award this Contract by May 16<sup>th</sup> 2012.

**D10. CRITICAL STAGES**

D10.1 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 November 1<sup>st</sup> 2012;
- (b) Submission of preliminary design report December 15<sup>th</sup>, 2012.

## **PART E - SPECIFICATIONS**

### **E1. SEWER TELEVISIONING GUIDELINES**

- E1.1 The Consultant is required to assess the extent of Closed Circuit Television (CCTV) inspection for all combined, wastewater, land drainage and storm relief sewers to confirm any sewer repairs required in the right-of-way within the limits of the Project.
- E1.2 The criteria provided are general guidelines and are not intended to replace sound municipal engineering judgement specific to the individual Project scope and/or location.
- E1.3 The available sewer televising information is contained within the City of Winnipeg's Sewer Management System (SMS) application.
- E1.4 Confirm televising requirements with Project Manager.
- E1.5 CCTV inspection general guidelines:
- (a) Confirm CCTV requirements with Water & Waste Department for sewers 1050 mm and larger in diameter;
  - (b) Televising if no previous CCTV inspections have been completed;
  - (c) Re-televising sewers in Categories A/B/C/X with a Structural Performance Grade (SPG) of 3 or higher that have not been televised in the previous 5 years;
  - (d) Sewers located more than two metres from the curb line (i.e. not located under pavement) do not need to be re-televised if previous CCTV inspection data exist. If a sewer repair or renewal requiring excavation is noted, contact the WWD;
  - (e) On all street reconstructions, regardless of location of the sewer (within the right-of-way);
  - (f) If the street exhibits obvious distress at/along the underground plant;
  - (g) Of all CB leads to be reused, as part of a street reconstruction or major rehabilitation.
- E1.6 For any uncertain situations and/or locations, contact the Project Manager.
- E1.7 The Consultant is required to coordinate the sewer-televising contract and communicate the results to the Water & Waste Department. Any repairs or other activities deemed necessary from these inspections must be coordinated with the Water & Waste Department.