



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 533-2014**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE  
PRELIMINARY DESIGN OF THE CHIEF PEGUIS TRAIL EXTENSION FROM MAIN STREET  
TO BROOKSIDE BOULEVARD**

**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 THE PRELIMINARY DESIGN OF THE CHIEF PEGUIS TRAIL EXTENSION FROM MAIN STREET TO BROOKSIDE BOULEVARD

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 27, 2014.

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

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

### **B4. CONFIDENTIALITY**

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

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

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

## **B5. ADDENDA**

B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B5.2.2 The Bidder is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B6. PROPOSAL SUBMISSION**

B6.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal (Section A) in accordance with B7;
- (b) Fees (Section B) in accordance with B8;

B6.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
- (c) Project Understanding and Methodology (Section E) in accordance with B11; and
- (d) Project Schedule (Section F) in accordance with B12.

B6.3 Further to B6.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) bound 8.5" x 11" copies (drawings and tables in copies only may be 11" x 17" folded to an 8.5" to 11" size) for sections identified in B6.1 and B6.2.

B6.6 Further to B6.5, the Proposal shall be no more than 25 pages, exclusive of the required forms, cover page and table of contents. A total of four of the twenty five pages may be presented on 11"x17" paper with the copies only with the intent for those pages to be used for tables or figures. Failure to adhere to the page limitation may render the Proposal non-responsive.

B6.7 Further to B6.6, the minimum font height shall be 10pt.

- B6.8 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.
- B6.9 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B19.1(a).
- B6.10 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.
- B6.11 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.12 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.13 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 The City, at its discretion, may negotiate fees for Detailed Design, Contract Administration and Post Construction Services for sections or for all of the work with the successful proponent when the Preliminary Design phase is complete. This scope change would be subject to a satisfactory offer and approval of the Award Authority.

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

B8.5 Fees shall include an allowance of up to 8% for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any site investigation (geotechnical) services, Underground Structures drawing acquisitions, public open house logistics, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation, or those included in B8.3. No other disbursements will be permitted.

B8.5.1 Further to B8.4, the Contract Award shall include, in addition to the Total Bid Price, an allowance for the costs of any site investigation (geotechnical) services, Underground Structures acquisitions, public open house logistics, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation in the amount of up to 15% of the Total Bid Price;

B8.6 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.

B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

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

B9.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing planning and design, management of construction and contract administration services on up to two projects of similar complexity, scope and value.

B9.2 For each project listed in B9.1(a), the Proponent should submit the description of the project, the role of the consultant, the project's original contracted construction cost and final construction cost, the design and construction schedule (anticipated Project schedule and actual project delivery schedule, showing design and construction separately), the project owner and upon request of the Project Manager reference information (one current names with telephone number per project).

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

B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

B10.1 Proposals should include, in tabular form:

- (a) Names of key personnel assigned to the Project, who shall not be substituted without written permission from the Project Manager;
- (b) The experience and qualifications of the key personnel assigned to the Project is to include: job title, educational background and degrees, professional affiliation, years of experience on projects administered for the City of Winnipeg, years of experience in current position, years of experience in planning and design and years of experience in contract administration services.

B10.2 Roles of each of the key personnel in the Project should be identified in an organizational chart. Identify the lead person for each discipline or work unit.

B10.3 For each person identified, list the percentage of their overall and available time to be dedicated to this Project with respect to their workload on other projects internal and external to the City of Winnipeg.

B10.4 Proposals should include, for each person identified in B10.1 a list of at least two projects comparable in complexity, scope and value; in which the person listed did comparable work and played a comparable role. Provide the following: description of the project, role of the person, project owner, and upon request of the Project Manager reference information (one current name and telephone number per project).

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

B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

- (i) Describe the job function for each person and group of people so identified;
- (ii) Provide a Responsibility Assignment Task Matrix that provides time estimates by work activity and in total, including hourly rates for each person identified in B10.1(a). This matrix will demonstrate the Proponent's understanding of the levels of effort required to successfully complete the project;
- (iii) Describe the methods of control to monitor and complete the assignment within budget and on time. As a minimum, monthly reports, in a format acceptable to the City, shall be submitted with all invoices. These reports shall clearly identify any current or anticipated budget or scheduling issues.
  - (i) All monthly reports shall include a list of each person charging time to the Project and the percentage of those people's efforts relative to the current monthly statement and overall project to date.
- (iv) The method of quality assurance and controls to ensure the City receives a quality project that meets our expectations.

B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4 and D5.

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

B11.4 Proposals should address the team's understanding of the broad functional and technical requirements, the team's understanding of the urban design issues, the team's understanding of transportation corridor planning and design issues, any innovation to be used for perform the Scope of Services identified, all activities and services to be provided by the City, the deliverables of the project, any assumptions made with respect to the deliverables and the Scope of Services, the City's Project methodology with respect to the information provided within this RFP and any other issue that conveys your team's understanding of the Project requirements.

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

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

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

B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the Project. Reasonable times should be allowed for completion of these processes.

B12.3 The Proponent's schedule shall demonstrate the following:

- (a) Completion of the Class 3 cost estimate and preliminary engineered drawings for all works associated with the Preliminary Design of Chief Peguis Trail between Main Street and McPhillips within six (6) months of Award; and
- (b) The Proponent's schedule shall demonstrate the total completion of the Study inclusive of the final report within nine (9) months of Award.

**B13. QUALIFICATION**

B13.1 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.

B13.2 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>

B13.3 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;



- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (f) upon request of the Project Manager, the Security Clearances as identified in E1

B13.4 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.

B13.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's or Subconsultant's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's or Subconsultant's equipment and facilities are adequate to perform the Services.

#### **B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B14.1 Proposals will not be opened publicly.

B14.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder 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/>.

B14.3 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.

B14.4 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.

#### **B15. IRREVOCABLE OFFER**

B15.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B15.2 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.

#### **B16. WITHDRAWAL OF OFFERS**

B16.1 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.

B16.1.1 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.

B16.1.2 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.

B16.1.3 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 B16.1.3(b), declare the Proposal withdrawn.

**B16.2** A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B15.2 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.

## **B17. INTERVIEWS**

**B17.1** The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B18. NEGOTIATIONS**

**B18.1** 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.

**B18.2** 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.

**B18.3** If, in the course of negotiations pursuant to B18.2 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.

## **B19. EVALUATION OF PROPOSALS**

**B19.1** 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 B13: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
- (f) Project Understanding and Methodology (Section E) 20%
- (g) Project Schedule. (Section F) 5%

**B19.2** Further to B19.1(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.

**B19.3** Further to B19.1(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.

- B19.4 Further to B19.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B19.5 Further to B19.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B19.6 Further to B19.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Proponent's and Subconsultant's Key Personnel on Projects of comparable size and complexity.
- B19.7 Further to B19.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B19.8 Further to B19.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B19.9 Notwithstanding B19.1(d) to B19.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.

**B20. AWARD OF CONTRACT**

- B20.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B20.2 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.
- B20.2.1 Without limiting the generality of B20.2, 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.
- B20.3 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.
- B20.4 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.
- B20.4.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B20.5 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.
- B20.6 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

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

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

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

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

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

D2.1 The Project Manager is:

Scott Suderman, C.E.T., P.Eng.,

Email: [ssuderman@winnipeg.ca](mailto:ssuderman@winnipeg.ca)

Telephone No. 204 986-6963

Facsimile No. 204 986-7020

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

D2.3 Proposal Submissions must be submitted to the address in B6.12

#### **D3. BACKGROUND**

D3.1 In October 2011 City of Winnipeg Council approved the Transportation Master Plan (TMP) which identified the extension of the Chief Peguis Trail (CPT) between Main Street and McPhillips as a medium term project and the extension of the Chief Peguis Trail between McPhillips and Brookside as a long term project. The CPT is identified as part of the Strategic Road Network.

D3.2 On April 25, 2012 City of Winnipeg Council approved an amendment to the TMP by moving the CPT between Main Street and Brookside Boulevard to a short term project with completion by 2016.

D3.3 In January 1982 the UMA Group prepared a Preliminary Design for the Kildonan Corridor which included the section of Chief Peguis Trail between Main Street and McPhillips Street. Due to changes in design standards, new developments and enhancements to other modes of transportation this Study will supersede the 1982 study.

D3.4 In anticipation of the CPT extension, the City of Winnipeg has:

- (a) reserved land for the future alignment for many years where possible;
- (b) prepared conceptual alignments to aid in dedicating land to facilitate development and temporary encroachments;
- (c) prepared conceptual grade separation drawings to aid in land dedication, those include:
  - (i) Main Street (Parclo)
  - (ii) Ferrier Street (Diamond)
  - (iii) McPhillips Street (Diamond)
  - (iv) Pipeline (Diamond)
- (d) required that sound studies be performed to identify any sound attenuation requirements for new developments adjacent to the future corridor.
- (e) planned for land drainage connections from the CPT corridor to new developments.

- D3.5 The City has abandoned older plans to connect the extension of McGregor Street to CPT and has a revised alignment that utilizes Ferrier Street.
- D3.6 The City is currently anticipating having long term at-grade connections to Dr. Jose Rizal Way and Leila Avenue. This study will include analyzing revised alternatives to improve the system configuration and short- and long-term connections to these streets.
- D3.7 It is currently anticipated to have at-grade crossing at all rail lines along CPT.
- D3.8 The City has not undertaken any studies for the extension of CPT westward to and beyond Brookside Boulevard into the R.M. of Rosser.
- (a) The City owns Little Mountain Park which is located in the R.M. of Rosser. This is a sensitive area.
  - (b) The R.M. of Rosser is currently undergoing a secondary plan in the vicinity of where CPT could tie into Brookside Boulevard.
- D3.9 CPT is classified as an access protected expressway.
- D3.10 There is no planned connection to King Edward Street at this time.
- D3.11 The WWD is planning to locate a new Waste Water Treatment Plant between Ferrier and the CPR Beach Rail Line, south of CPT.
- D3.12 The Amber Trails, Castlebury Meadows and Waterford Green Developments have land drainage sewer pipes installed to connect the CPT corridor to their neighborhood retention ponds.
- D3.13 There are existing feeder mains and a sludge forcemain within the study area.
- D3.14 The current status of Precinct Planning in the area is as follows:
- (a) Precinct A, B, G, D – No work to date.
  - (b) Precinct C – Currently under construction under the development titled Waterford Green. A sound study was performed.
  - (c) Precinct E – The precinct plan is still in development and a draft traffic study has been performed.
  - (d) Precinct F – The precinct plan is complete and a draft traffic study has been performed
  - (e) Precinct T – Currently under construction under the development titled Castlebury Meadows. A sound study was performed.
- D3.15 Confirm the scope of work required using professional engineering judgement as part of the proposal submission.
- D3.16 A higher resolution electronic drawing of the study area that includes aerial photos, existing City of Winnipeg T-drawings, and information on existing water distribution facilities are available upon request from the Project Manager identified in D2. The proponent may be required to enter into a confidentiality and sharing agreement with the City of Winnipeg prior to release of that drawing and related information.

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

- D4.1 The Services required under this Contract shall consist of:
- (a) The preliminary engineering study of the Chief Peguis Trail from Main Street to McPhillips Street to develop preliminary engineered drawings for this section of CPT and a Class 3 costs estimate for the works in accordance as outlined in D4 and D5. This shall also include preliminary design services associated with:
    - (i) The realignment of southbound Main Street as required.

- (ii) Geometric improvement of the Main Street and Chief Peguis Trail intersection as required.
  - (iii) Providing recommendations for staging options for intersections and interchanges at the various junctions based on traffic conditions.
  - (iv) The extension of McGregor Street to Ferrier Street and the Chief Peguis Trail including recommendations and associated design for the short-term and medium-term intersection treatment with Ferrier Street.
  - (v) Confirmation and design of a roundabout at McGregor Street and Templeton Avenue.
  - (vi) McPhillips Street as required to accommodate an intersection with Chief Peguis Trail and any requirements for overall right of way improvements.
- (b) The functional engineering study of Chief Peguis Trail from McPhillips Street to Brookside Boulevard to develop functional engineered drawings for this section of CPT and a class 4 estimate for the works as outlined in D4 and D5. Major components of this work shall include:
- (i) Defining the optimal alignment of Chief Peguis Trail west of Pipeline Road. How this road is aligned will impact:
    - ◆ How and where the connection made is to Brookside Boulevard. That connection will impact the alignment west of Brookside Boulevard and how it connects to the extension of Centre Port Canada Way (CCW). Between these two proposed roads is the Little Mountain Park which is a City owned park that should not be impacted.
    - ◆ The potential ability to address the proximity between the intersections with Leila Avenue and Dr. Jose Rizal Way and allow the potential for future grade separations with CPT. This would make the route more continuously free flowing in the future. This could also preserve the intent and feel of both Leila Avenue and Dr. Jose Rizal Way.
  - (ii) The design of the Brookside Boulevard intersection for the short term and a concept for a grade separated connection.
  - (iii) Providing recommendations for staging options for intersections and interchanges at the various junctions based on traffic conditions.
- D4.2 The proposed study area is shown in Appendix B. As part of the RFP submission the Proponents are asked to confirm or provide commentary or confirmation to the study area as required. As it is anticipated with most projects study limits, the study area may evolve based on findings of the traffic study and associated geometric improvements.
- D4.3 Further to B8.3, Detailed Design, Contract Administration, and Post Construction Services are not currently within the scope of services. The City at its discretion may develop terms of reference following the completion of Preliminary Design and negotiate fees for these services with the successful proponent. The scope change would be subject to a satisfactory offer and approval from the Award Authority. The scope change may also be for a section of the route or its entirety.
- D4.4 Professional Engineering Services applicable to the work are defined in Appendix A.
- D4.5 Where applicable and at a minimum, designs must address:
- (a) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
  - (b) The draft 2012 update to the City of Winnipeg's *Transportation Standards Manual* (Previous version February 1991);
  - (c) City of Winnipeg's *Accessibility Design Standards* (May 2010);
  - (d) City of Winnipeg's *Universal Design Policy* (October 16, 2001);
  - (e) The City of Winnipeg Cycling Map latest edition;
  - (f) The City of Winnipeg Motor Vehicle Noise Policies and Guidelines (1982);

- (g) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009);
- (h) City of Winnipeg's Tree Removal Guidelines;
- (i) The current edition of The City of Winnipeg Standard Construction Specifications;
- (j) Transport Canada Draft RTD 10 Road/Railway Grade Crossings (October 2002);
- (k) Transport Canada Canadian Railway-Roadway Grade Crossing Standards, latest edition;
- (l) Transport Canada Railway-Roadway Grade Crossing Policy, latest edition.

D4.6 Where applicable, other structures must address:

- (a) The current edition of the *Manitoba Building Code*;
- (b) AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals;
- (c) AASHTO Roadside Design Guide, 4<sup>th</sup> Edition.

D4.7 The following documents are to be considered where applicable.

- (a) OurWinnipeg (adopted July 12, 2011);
- (b) OurWinnipeg Sustainable Transportation Strategy (adopted July 12, 2011);
- (c) Winnipeg Transportation Master Plan (adopted November 16, 2011).

## **D5. PRELIMINARY ENGINEERING STUDY**

D5.1 The Services required under this Contract shall consist of Professional Engineering Services - Preliminary Design in accordance with Appendix A and in accordance with the following:

- (a) Collect relevant information from all utilities, as well as review record drawings, reports and other information that will be provided by the City, including but not limited to (all documents are available at [www.winnipeg.ca](http://www.winnipeg.ca)):
  - (i) OurWinnipeg (adopted July 12, 2011);
  - (ii) OurWinnipeg Sustainable Transportation Strategy (adopted July 12, 2011);
  - (iii) Winnipeg Transportation Master Plan (adopted November 16, 2011);
- (b) Develop an engineering definition of the project requirements and a needs assessment with input from the project Technical Steering Committee.
- (c) Design and implement a logical and transparent Public Consultation Program to insure appropriate input from, and communication with the community and other stakeholders. Reference should be made to the publications of the International Association for Public Participation (IAP2) in developing the public engagement process.
- (d) Prepare a Project Schedule (schedule of goals, objectives, activities and milestones) for the project broken down to an acceptable measurable level to be able to provide comprehensive management of the project. Monitor and maintain the same in a manner acceptable to the City.
- (e) Conduct an on-site survey and visual inspection of relevant existing infrastructure within the project limits to establish the condition and confirm location of existing roadways, railways, structures, sewers and major drains, utilities, etc.
- (f) Review available sub-surface investigations. Identify need for additional testing, and implement and supervise a testing program.
- (g) Compile and analyse existing City traffic data and publicly available traffic studies in the area to determine base year and 2034 design year turning movement volumes. Identify locations for City to conduct additional traffic counts, if necessary, to confirm base year traffic conditions. Projections for all roadways within the subject area can be made using the TransCAD based transportation planning model developed for the Winnipeg Transportation Master Plan. The model incorporates anticipated traffic generation from the development of surrounding land. The City will conduct the model runs and provide the



output in the form of link volumes to the Consultant. The base year of the model is 2006 and runs can be made in five year increments to 2031. The Consultant will need to project model runs to the design year. The Consultant will need to determine if any adjustments are needed to the model results to better replicate base year volumes and project future year volumes and determine turning movement volumes based on the link volumes provided by the City. Some adjustments may be made to the base year model to improve assignment results (e.g. turn penalties). The model does not include truck traffic. The Consultant should determine how truck traffic should be evaluated as part of the project.

- (h) Review the operation and safety of all intersections within the subject area, and recommend modifications, realignments, closures or other improvements.
- (i) Review vehicular access management issues within the study section and investigate alternatives for local street and private approach realignments or closures.
- (j) Develop a Synchro or PTV Software based model of the study area to identify and evaluate signal timing/capacity issues of the alignment.
- (k) Provide recommendations for pedestrian and cycling facilities within or adjacent to the study area, including connections to established and proposed cycling routes and active transportation facilities.
  - (i) Community impacts and connectivity shall be considered.
  - (ii) Includes pedestrian and cycling accommodation along and across the CPT corridor.
- (l) Consider existing and future transit operations
- (m) Determine Right-Of-Way requirements for the CPT alignment and various cross streets.
- (n) Perform a drainage study for the CPT corridor. Review available land drainage studies, determine the impact of proposed improvements upon existing capacity, and identify any additional drainage facility requirements of the proposed alignment. Provide recommendations to existing precinct plans and those under development in regards to integrated drainage requirements.
- (o) Develop structural pavement cross-section alternatives and evaluate based upon life cycle cost, maintenance requirements and other relevant factors. Perform pavement design to include two options, for various segments if necessary and for cross streets. Best and current practices in pavement design are expected.
- (p) Incorporate Universal Design Principles into the functional design.
- (q) Complete a transportation cost benefit analysis for the corridor.
- (r) Develop an implementation plan of proposed improvements for the corridor broken down into manageable projects and phases. Each phase should identify costs and scheduling of any utility, sewer and/or watermain rehabilitations or renewals to be completed during, or in advance of each phase.
  - (i) Develop a Class 3 cost estimate for CPT between Main Street and McPhillips Street
  - (ii) Develop a Class 4 cost estimate for CPT between McPhillips Street and Brookside Boulevard
- (s) Develop conceptual designs for the grade separations for the purpose determining the required Rights-of-Way and determining the overall footprint(s) of the interchanges.
  - (i) Depending on the developed staging and implementation findings through this Study, if the preliminary designs of grade separations are required the associated fees will be negotiated separately.
- (t) Investigate and identify environmental and regulatory approval requirements for the recommended alternative to proceed to construction.
- (u) Perform a risk assessment - identify significant risks and appropriate mitigative strategies as they relate to the successful completion of the projects implementation.
- (v) Provide draft webpages and regular updates for the Public Works project website including appropriately formatted images and PDF copies of meeting notices, advertisements, drawings and other relevant documents during the study period.

- (w) Produce full coloured plan, profile and perspective views of key features of the proposed design for presentation purposes.
- (x) Chair and record minutes of Technical Steering Committee meetings.
- (y) Prepare Working Papers for key elements, provide progress updates to the City's Project Steering Committee and record minutes.
- (z) Design and participate in a Value Engineering exercise. Review and respond to the Value Engineering recommendations. The proponents are to bring in expert level staff that are independent to the key personnel identified on the team. The consultants expected to provide the appropriate timing for this function to optimize it use.
- (aa) No safety audit will be performed as part of this work. The safety audit will occur during the detailed design phase.
- (bb) Identify locations and types of overheads signs and crash protection. This includes CPT and cross streets. The structural design of the signage will occur during the detailed design phase.
- (cc) Review all above ground and below ground utilities and identify necessary improvements, upgrades, relocations or required condition assessments and associated estimates.
- (dd) Review existing sound studies and provide additional sound studies as required. Provide recommendations and associated cost estimates for type of sound mitigation methods.
- (ee) Present to and/or meet with Community Committees, Committees of City Council, City Departments, and Stakeholder groups. Assume one presentation to City Council.
- (ff) Prepare a Final Report documenting the Functional Design/Public Consultation process and the recommended preliminary design. Summarize the study in an Executive Summary. Provide 10 bound copies of each and 10 copies of all project reports, working papers, meeting minutes and images on CD or DVD in bookmarked, searchable PDF format. Include preliminary design engineering drawings of the recommended alternative in both AutoCAD and PDF format.
- (gg) Provide any and all associated ancillary services required to successfully complete the functional design to the satisfaction of The City of Winnipeg.

D5.2 The City will provide the following items and support:

- (a) Services provided by the City shall include, but are not necessarily limited to the following:
  - (i) TransCAD Transportation planning model output or an executable version of the model will be provided to assist in the development of future traffic projections for the various alternatives.
- (b) The following information will be provided:
  - (i) Construction record and utility drawings.
  - (ii) Aerial photography.
  - (iii) Right-of-Way base (AutoCAD LBIS) with available utility layers.
  - (iv) Draft version of the proposed Cycling Network.
  - (v) Traffic counts – historical counts and additional counts as required.
  - (vi) Historical collision data.
  - (vii) Existing engineering studies – structural, sewer district, sound, traffic impact etc.
  - (viii) 2007 Household Travel Survey data for Winnipeg.
  - (ix) Additional items if available and deemed appropriate and beneficial to the successful completion of the project.

## D6. DEFINITIONS

D6.1 When used in this Request for Proposal:

- (a) "CPT" means Chief Peguis Trail.
- (b) "Class 4 Estimate" means an estimate with an expected accuracy within +50% to -30%.

- (c) "Class 3 Estimate" means an estimate with an expected accuracy within +30% to -20%.
- (d) "TMP" means Transportation Master Plan

## **D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D7.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.
- D7.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D7.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
  - (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D7.4 A Consultant who violates any provision of D7 may be determined to be in breach of Contract.

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

### **D8. AUTHORITY TO CARRY ON BUSINESS**

- D8.1 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.

### **D9. INSURANCE**

- D9.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D9.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
  - (a) Comprehensive or Commercial General Liability Insurance including:
    - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
    - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
    - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
    - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;

- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
  - (c) Professional Errors and Omissions Liability Insurance including:
    - (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.
- D9.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.
- D9.3 The policies required in D9.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D9.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D9.2(a).
- D9.5 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 D9.10.
- D9.6 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.
- D9.7 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.
- D9.8 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.
- D9.9 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 D9.8.
- D9.10 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **D10. COMMENCEMENT**

- D10.1 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.
- D10.2 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 D8;
    - (ii) evidence of the insurance specified in D9;
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D10.3 The City intends to award this Contract by July 25, 2014.

**D11. CRITICAL STAGES**

- D11.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Completion of the Class 3 cost estimate and preliminary engineered drawings for all works associated with the Preliminary Design of Chief Peguis Trail between Main Street and McPhillips within six (6) months of Award; and
  - (b) The Proponent's schedule shall demonstrate the total completion of the Project inclusive of the final report within eight (8) months of Award.

## PART E - SECURITY CLEARANCE

### E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
  - (b) any Work within City facilities other than:
    - (i) an underground structure such as a manhole;
    - (ii) in areas and at times normally open to the public;
  - (c) communicating with residents and homeowners in person or by telephone.
- E1.1.1 Each Individual shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence. Or
- (a) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .
- E1.1.2 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- E1.2 Prior to the commencement of any Work specified in E1.1, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant 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.
- E1.3 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 E1.1.
- E1.4 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.
- E1.5 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 E1.1.