



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 1055-2015

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
PEMBINA HW SB & NB – GRANT AV TO 100M EAST OF OSBORNE ST – PAVEMENT
REHABILITATION AND BUFFERED BIKE LANE**

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 PEMBINA HW SB & NB – GRANT AV TO 100M EAST OF OSBORNE ST – PAVEMENT REHABILITATION AND BUFFERED BIKE LANE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon. Winnipeg time, December 18, 2015.

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) Management Proposal – Consultant and Subconsultant(s) (Section C) in accordance with B9;
- (b) Management Proposal – Project Team (Section D), in accordance with B10;
- (c) Technical Proposal (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 four (4) copies (copies can vary, subject to B6.6) for sections identified in B6.1 and B6.2.

B6.5.1 Further to B6.5, the Proposal(s) shall be submitted on 8.5" x 11" paper; with a font of not less than 11 pt Arial; margins of not less than 0.75"; line-spacing of not less than single; and shall be no more than fifteen (15) pages in length, exclusive of the required form(s). Only the first fifteen (15) pages of each Proposal will be evaluated;

B6.5.2 Further to B6.5.1, anything included as an appendix will not be evaluated;

B6.6 Further to B6.5 and B6.5.1, up to three (3) of the fifteen (15) total pages may be presented on 11" x 17" paper, with the copies only.

- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B6.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B6.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

- B7.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B8. FEES (SECTION B)

- B8.1 The Proposal shall include the total Fees for all disciplines, identified and necessary for all phases identified in D5 Scope of Services including:
- (a) Project planning and Preliminary Design
 - (b) Public Engagement Process;
 - (c) Detailed Design and Contract (Bid Opportunity) Preparation;
 - (d) Contract Administration services; and
 - (e) Post-Construction services.
- B8.1 Adjustments to Fees will only be considered based on increases or decreases to the Scope of Services, as approved by the Project Manager.
- B8.1.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.2 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.
- B8.3 The Fees shall include an allowance of up to 8% for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any site investigation (geotechnical) services, materials testing services, Underground Structures acquisitions, pipeline loading assessments, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation, or those included in B8.4. No other disbursements will be permitted.
- B8.3.1 Further to B8.3, the Contract Award shall include, in addition to the Total Bid Price, an allowance for the costs of any site investigation (geotechnical) services, materials testing services, Underground Structures acquisitions, pipeline loading assessments, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation in the amount of up to 20% of the Total Bid Price;
- B8.3.2 Further to D11.2(c)(iii) and D11.2(c)(iv), the Allowable Disbursements shall be identified separately on each invoice.
- B8.4 The Proposal shall include the Fees to be assessed for Engineering and other Services as defined in the Scope of Services. The Fees must be included in the Proposal with descriptions.
- B8.5 The Fees associated with Preliminary Design shall:
- (a) be a Fixed Fee;
 - (b) include Allowable Disbursements;
- B8.6 The Fees associated with Public Engagement Process shall:
- (a) be a Total Maximum based on Hourly Rates;
- B8.7 The Fees associated with Detailed Design shall:
- (a) be a Fixed Fee;
 - (b) include Allowable Disbursements;
- B8.8 The Fees associated with Contract Administration shall:
- (a) be a Total Maximum based on Hourly Rates;
 - (b) **be based on construction of the southbound lanes in 2016 and the northbound lanes in 2017. The actual schedule will be established during detailed design with consultation and concurrence of the Project Manager;**
 - (c) include Allowable Disbursements;
 - (d) include Fees for supervision of any services anticipated in D5.3.2;

- B8.9 The Fees associated with Post-Construction Services shall:
- (a) be a Total Maximum based on Hourly Rates;
 - (b) include Allowable Disbursements;
- B8.10 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.
- B8.11 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. MANAGEMENT PROPOSAL – CONSULTANT AND SUBCONSULTANT(S) (SECTION C)

- B9.1 The Management Proposal should describe the experience of the Proponent and any Subconsultants, including:
- (a) general firm profile information, including years in business, average volume of work, number of employees, including local office information and other pertinent information for the Proponent and all Subconsultants;
 - (b) details demonstrating the history and experience of the Proponent and Subconsultants in providing design, management of construction and contract administration services on a minimum of **three projects of similar size and complexity**;
- B9.2 For each project listed in B9.1, the Proponent should submit:
- (a) description of the project;
 - (b) role of the consultant;
 - (c) project's original contracted construction cost and final construction cost;
 - (d) design and construction schedule (anticipated Project schedule and actual project delivery schedule, showing design and construction separately);
 - (e) project owner.
- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.2.2 Reference information (two current names with telephone numbers per project) must be made available upon request of the Project Manager.

B10. MANAGEMENT PROPOSAL – PROJECT TEAM (SECTION D)

- B10.1 The Proposal should include a methodology describing the Proponent team's project management approach and organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent and Subconsultant(s) will use in the delivery of this Project. The methodology: should identify:
- (a) Should identify the job function for each identified individual and group of individuals identified in B10.2(a);
 - (b) Shall include time estimates **by work activity and in total, including hourly rates, for each person identified in B10.2(a). Time estimates should also include all staff associated with the project including survey, drafting, clerical and any other support staff.** Hourly rates are not required for staff not identified in B10.2(a).
- B10.2 The Proposal should include, in tabular form:
- (a) names of **key personnel** assigned to the Project, who shall not to be substituted without written permission from the Project Manager;
 - (b) the experience and qualifications of the key personnel assigned to the Project, including:
 - job title;
 - educational background and degrees;

- professional affiliation;
- years of experience administering projects for the City of Winnipeg;
- years of experience in current position;
- years of experience in design; and
- years of experience in construction administration.

B10.2.1 Further to B10.2(b), the experience of the Public Engagement lead should also include: confirmation of IAP2 membership, and completion of IAP2 or related public engagement courses, specifying the year of completion of the IAP2 Foundations/Certificate courses.

- (c) for each person identified, list the percentage of their time to be dedicated to the Project. **Provide this information for each of the phases identified in D5** Scope of Services.

B10.3 The Proposal should include an organizational chart **for the Project**, including the key personnel identified in B10.2(a), identifying their interrelationship(s) and roles in the Project.

B10.4 The Proposal should include, for each person identified in B10.2(a), a list of at least **three (3) projects** comparable in scope and complexity, in which the person listed did comparable work and played a comparable role. Provide the following:

- (a) description of project;
- (b) role of the person;
- (c) project owner

B10.4.1 Further to B10.4, and upon request of the Project Manager, the Proponent must be able to provide, for each person identified in B10.2(a), two current references, including telephone numbers, for each project listed.

B10.5 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B10.6 The Proposal may also address any other information that conveys the Proponent's understanding of the Project requirements.

B11. TECHNICAL PROPOSAL (SECTION E)

B11.1 The Proposal should address the technical deliverables and associated task requirements required by the Scope of Services. It should clearly identify and explain work activities and identify all assumptions and interpretations.

B11.2 Specifically, the Proposal should describe:

- (a) the Proponent's practical understanding of the Project, specifically:
 - (i) the team's understanding of the broad functional and technical requirements and urban design issues;
 - (ii) the team's understanding of the proposed Project Estimate and Construction Estimate;
- (b) the Proponent's technical approach and methodology to complete the Services;
- (c) the collaborative process/method to be used by the team in the various phases of the Project;
- (d) any location-specific issues

B11.3 The Proposal should identify:

- (a) all activities and services to be provided by the City;
- (b) the deliverable(s) of the Project;
- (c) any assumptions made with respect to the deliverables and Scope of Services.

B11.4 Methodology should be presented in accordance with the Scope of Service phases as defined in D5, as well as in PART F - SPECIFICATIONS, PART G - Scope of Engineering Services, and PART H - Definition of Professional Consulting Services-Engineering-Public Works

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, durations in a weekly timescale, and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes, while adhering to the schedule objectives noted in D10.

B13. DISCLOSURE

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

B13.2 The Persons are:

- (a) MMM Group Limited for the functional design of the active transportation facility and traffic improvements in the median along Pembina Highway.

B13.3 Additional Material:

- (a) Functional design (electronic copy) and report, including parking study, will be provided to the successful proponent.

B14. QUALIFICATION

B14.1 The Proponent shall:

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

B14.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B14.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and

- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (f) upon request of the Project Manager the Security Clearances as identified in PART E - .

B14.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B14.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the 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/>.

B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

B16. IRREVOCABLE OFFER

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

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

B17. WITHDRAWAL OF OFFERS

B17.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B17.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

- B17.1.3** If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B18. INTERVIEWS

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

B19. NEGOTIATIONS

B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B14: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Management Proposal – Consultant and Subconsultant(s) (Section C) 5%
- (e) Management Proposal – Project Team (Section D) 30%
- (f) Technical Proposal (Section E) 20%
- (g) Project Schedule. (Section F) 5%

B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B20.6 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.
- B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B20.8 Further to B20.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B20.9 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B21.4 The City may, at its discretion, award the Contract in phases. Contract Administration and Post-Construction phases cannot be awarded prior to the approval of the 2016 Capital Budget, except with the approval of Council. The Project Planning & Preliminary Design and the Detailed Design & Contract Preparation Phases are anticipated to be awarded prior to Council Approval of the 2016 Capital Budget. A separate letter of intent for the Contract Administration and Post-Construction Phases will be issued if sufficient funding is approved in the 2016 Capital Budget.
- B21.5 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.

- B21.5.1 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.
- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B21.8 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.
- 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:

Ryan T. Cunningham, P.Eng.

Email: rcunningham@winnipeg.ca

Telephone No. 204-986-4731

Facsimile No. 204-986-5302

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 B6.10

D3. BACKGROUND

D3.1 The Regional and Local Streets Program is the annual Capital street renewal program of the City of Winnipeg's Capital Budget, as adopted by Council.

D3.1.1 Further to D3.1, Pembina Highway SB & NB from Grant to Osborne is forecast for inclusion in the Capital budget year 2016. Capital Projects and Budgets are recommended by the Public Service and adopted by City Council.

D4. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) "Capital Construction Estimate" means the estimated value of the Construction Contract to be administered by the Consultant. The Capital Construction Estimate is only provided as an estimate of scale and scope for a Project.
- (b) "Estimated Scope" means the scope of Services upon which the Project Estimate was based.
- (c) "Project Budget" means the total available funding required for a Project or Project Location, including construction (Contract) costs (based on the Estimated Scope), utility costs, Consulting Fees, and any associated costs identified in the additional comments of a project.
- (d) "Regional Street" means those streets listed in Schedule E of the most recent City of Winnipeg Streets By-law No. 1481/77.
- (e) "Rehabilitation" means pavement, curb and sidewalk repairs, replacement or adjustment of drainage infrastructure, adjustment of appurtenances in the pavement and boulevards, and an asphalt overlay.
- (f) "Reconstruction" means removal of pavement and approaches, excavation, construction or renewal of drainage infrastructure, construction of granular subbase and base course, adjustment of appurtenances in the pavement and boulevards, construction of concrete pavement, construction of concrete approaches, and sidewalk renewal.

D5. SCOPE OF SERVICES

- D5.1 The Services required under this Contract shall be conducted in the following phases:
- (a) Project planning and Preliminary Design as outlined in G1;
 - (b) Detailed Design and Contract (Bid Opportunity) Preparation as outlined in G2;
 - (i) design and Specification development;
 - (ii) drawing and Specification preparation;
 - (iii) procurement process;
 - (c) Contract Administration services as outlined in G3;
 - (d) Post-Construction services as outlined in G4.
- D5.2 The major components of the work required within this Project shall consist of:
- (a) Roadway Pavement Rehabilitation;
 - (b) Roadway Pavement Reconstruction;
 - (c) Active transportation treatments to the curb lanes and traffic improvements to the centre median.
- D5.2.1 Further to D5.2, the project limits are shown in Drawing T-3316 in Appendix A
- D5.2.2 Further to D5.2, the functional drawing for the active transportation separated lane is shown in Drawing T-3316, in Appendix A
- D5.3 Within the Project phases in D5.1, the Consultant may be required – depending upon location – to conduct site investigation (geotechnical) services, materials testing services, bacterial testing services, Underground Structures acquisitions, pipeline loading assessments, and/or closed circuit television (CCTV) sewer inspection.
- D5.3.1 Notwithstanding C8, Fees for Subconsultants engaged to perform services in D5.2 shall be payable as invoiced by the Subconsultant, plus an allowed handling fee of 5%.
- D5.3.2 Consultant Fees for supervision of Subconsultants required to perform any services in D5.2 shall be considered as a Contract Administration Service, and included with Fees proposed in B8.8(d).
- D5.4 The Project Budget for this work has been determined to be \$11,700,000 (not including property acquisition).
- D5.4.1 The Project Budget is subject to the adoption of the Capital Budget by City Council. Any adjustment in limits and/or Scope of work within the Adopted Capital Budget may result in an adjustment in Fees as per B8.1
- D5.5 Unless otherwise specified below, PART H - Definition of Professional Consulting Services-Engineering-Public Works shall be applicable to the provision of Professional Engineering services.
- D5.6 The successful proponent will coordinate their activities with (including but not limited to):
- (a) All utilities, including but not limited to Manitoba Hydro and Manitoba Telecom Systems
 - (b) City of Winnipeg (various departments and branches), including but not limited to Public Works Engineering, Parks, Traffic Signals, Traffic Services, Traffic Management, Transportation Planning, Water and Waste Department, Transit Department, Planning Property & Development Department, Real Estate, Urban Design, Insurance, Legal Services, Materials Management
 - (c) The Water and Waste Department and/or their representative(s), specifically for the renewal of the watermain on Osborne Street between Corydon Avenue and Gertrude Avenue in 2016.
- D5.7 The successful proponent will ensure the following requirements are addressed:

- (a) durable paint line markings;
- (b) durable green paint marking, confirming locations identified and/or conflict areas and bike boxes;
- (c) modifications to existing roadside protection and/or installation of new road side protection where required;
- (d) removal of existing overhead sign structures and design and installation of new overhead sign structures as indicated in drawing T-3316;
- (e) hard surfacing of the boulevards within the project limits in accordance with the City's Accessibility Design Standards;
- (f) provision of bicycle parking considering the locations identified in drawing T-3316

D5.8 Public engagement is an integral part of the project, which will allow better decisions to be made, incorporating the interests and concerns of affected stakeholders, while meeting the needs of the City. This will provide greater transparency in the decision-making process and provide for a more sustainable solution. The public engagement process shall be based on IAP2 principles and best practices (see <http://iap2canada.ca/>) and ensure that the following are addressed:

- (a) Identify and prepare a profile of project key stakeholders in the immediate area that may be impacted by the project, determining both the needs and impact on each stakeholder. This will also include groups with a high interest in the outcomes of the project;
- (b) Build relationships with key stakeholders as necessary to ensure that wants and outstanding issues are addressed. Develop content, including a map of the project area, a project timeline, and project updates, for a project webpage to be hosted on the City's Major Projects website;
- (c) Develop content for communications with stakeholders, including, but not limited to, direct letters and/or updates to key stakeholders, press releases, advertisements;
- (d) Development of one (1) public open house and related material before the preliminary design is completed;
- (e) Provide a public engagement report that will be posted on the project's website so that stakeholders can see how their input has been considered and used. Reports should include: cataloguing public input and project response to it; a detailed record of all promotions and communications, attendance numbers and dates of events; and a summary of findings and results;
- (f) Advise on any additional public engagement strategy as necessary.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 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.

D6.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.

D6.3 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.

D6.4 A Consultant who violates any provision of D6 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

D8. INSURANCE

D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D8.2 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.

D8.2.1 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.

D8.3 The policies required in D8.2(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.

D8.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a) and D8.2(c).

D8.5 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 D8.8.

- D8.6 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.
- D8.7 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.
- D8.8 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

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 D7;
 - (ii) evidence of the insurance specified in D8;
 - (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 January 29, 2016.

D10. CRITICAL STAGES

- D10.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Completion of construction on the southbound lanes of traffic (i.e. open to traffic) by October 15, 2016;
 - (b) Completion of construction on the northbound lanes of traffic (i.e. open to traffic) by October 15, 2017.
- D10.1.1 Notwithstanding D10.1(a) and D10.1(b), the Consultant will be required to recommend methods to maximize progress in the 2016 construction season.
- D10.2 Public engagement materials used for the project will need to be submitted for review and approval four weeks before providing to the public. All relevant public engagement materials will need to be posted two weeks prior to an in-person event, which is in addition to the four week review and approval period.
- D10.3 Further to C1.1(tt), Total Performance for this Contract will be after the issuance of the Certificate of Acceptance for the construction contract which is typically:
- (a) one (1) year from the Total Performance date for pavement rehabilitation contracts.

MEASUREMENT AND PAYMENT

D11. INVOICES

- D11.1 Further to C10, the Consultant shall submit monthly invoices to the Project Manager.
- D11.2 Invoices must clearly indicate:
- (a) the City's purchase order number;
 - (b) project file number;
 - (c) a breakdown of:
 - (i) Preliminary Design Fees;
 - (ii) Detailed Design Fees;
 - (iii) Contract Administration Fees including hours and hourly rates for Services provided in the invoice period;
 - (i) Allowable Disbursements shall be identified separately on each invoice.
 - (iv) Post Construction Service Fees including hours and hourly rates for Services provided in the invoice period;
 - (i) Allowable Disbursements shall be identified separately on each invoice.
 - (v) Other Project costs and Subconsultant Fees in accordance with D5.2 including the invoiced amount plus an allowed 5% handling fee. Copies of invoices must be attached.
 - (d) the amount payable with GST and MRST (as applicable) shown as separate amounts; and
 - (e) the Consultant's GST registration number.
- D11.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D11.4 Invoices must be submitted to the City of Winnipeg Public Works Department Finance and Administration Division at 102-1155 Pacific Avenue.

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 Project Manager.
- E1.2 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Project Manager 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.

PART F - SPECIFICATIONS

F1. AS-BUILT DRAWING REQUIREMENTS FOR PUBLIC WORKS PROJECTS (MAY 2015)

F1.1 AS-BUILT drawings are required for all Public Works construction projects except for Regional Street Mill & Fill projects and TBO projects, unless specifically declined, in writing, by the Project Manager. AS-BUILT drawing submissions are required for ALL Regional Street renewals, Local Street reconstructions, and any addition to infrastructure inventory such as new streets, street widening's and/or realignments as well as new multi-use paths. Upon confirmation with the Streets Project Engineer, AS-BUILT drawings may not be required for Regional Street Mill & Fill works or Local Street rehabilitations.

F1.1.1 Though drawings may not be required, please note the location of any new sidewalks on existing streets or intersection improvements in your final project report.

F1.2 Initial submission of AS-BUILT drawings must be received no later than three months after Substantial Performance.

F1.2.1 If Substantial Performance will not be granted prior to year-end, contact Public Works to establish drawing submission requirements (i.e. for snow clearing updates).

F1.3 The drawings are to contain the following information, and be in the format specified below.

F1.4 Drawings are to:

- (a) Be in the AutoCAD format and indicate the version used
- (b) Be AS-BUILT with dimensions corrected in both TEXT and GRAPHICS
- (c) Show pavement dimensions to the "back of curb" (edge of pavement)
- (d) Be installed as to the method the data was collected by i.e. Total Station
- (e) Be produced in the NAD 83, UTM, ZONE 14, (Global co-ordinate system) Note: Public Works Engineering will provide the Legal Streets Base Layer for the required drawings
- (f) Indicate if a "scale factor" was or was not used, and if used the scale factor used is to be indicated
- (g) Show all bore holes and their UTM coordinates
- (h) Include, where applicable:
 - (i) Pavement cross-section(s)
 - (ii) Asphalt Supplier
 - (iii) Concrete Supplier
 - (iv) Geotextile used – type, manufacturer & supplier
 - (v) Sub-drains used – type, manufacturer & supplier

F1.5 In addition:

- (a) Drawing colour and line type are to be produce with the following (8) basic layers indicated on the AS-BUILTS(none of which are to include text), as well, with a list and description of additional layers used:

Layer Names:

- | | |
|-------------------|--|
| 1) Street Surface | 5) Ramp Curb |
| 2) Walk | 6) Dimensions (to include all dimensions in the drawing) |
| 3) Alley | 7) Drainage Inlets |
| 4) Approach | 8) Elevations (min. all hi & low points) |

F1.6 In addition, please include a PDF copy of all as-built drawings

F1.7 Two (2) copies of the AutoCAD Digital Drawings and PDF copies shall be written to a compact disk (CD) or DVD. Both copies shall be clearly labelled identifying the Project number.

- F1.8 As-built hard copy must be on Mylar paper and must have a signed Engineer's seal.
- F1.9 Original signed Mylar copy and the two (2) CD's shall be sent by mail or courier to:

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

F2. SEWER TELEVISION GUIDELINES FOR PUBLIC WORKS PROJECTS (2015)

- F2.1 Closed Circuit Television (CCTV) inspection and assessment is required of all combined, wastewater, land drainage, storm relief sewers and manholes to confirm any sewer repairs required in the right-of-way within the limits of the street renewal.
- F2.2 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.
- F2.3 The available sewer televising information is contained within the City of Winnipeg's Sewer Management System (SMS) application.
- F2.4 Confirm televising requirements with City Project Manager.
- F2.5 CCTV inspection general guidelines:
- (a) CW 2140 Sewer and Manhole Cleaning and CW 2145 Sewer and Manhole Inspection shall apply;
 - (b) Confirm CCTV requirements with Water & Waste Department for sewers 1050 mm and larger in diameter;
 - (c) Televiser sewers and manholes if no previous CCTV inspections have been completed;
 - (d) Re-televiser 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;
 - (e) 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;
 - (f) Televiser sewers on all street reconstructions, regardless of location of the sewer (within the right-of-way) with a Structural Performance Grade (SPG) of 3 or higher that have not been televised in the previous 5 years;
 - (g) Televiser sewers if the street exhibits obvious distress at/along the underground plant;
 - (h) Televiser all CB leads to be reused, as part of a street reconstruction, pavement rehabilitation and mill and fill rehabilitation.
 - (i) CCTV inspection not required on Mill and Fill Pavement Rehabilitation Method and Thin Bituminous Overlay(TBO) projects unless the street exhibits obvious distress at/along the underground plant
- F2.6 For any uncertain situations and/or locations, contact the Project Manager.
- F2.7 The Consultant is required to coordinate the sewer-televising contract and communicate the results to the Water & Waste Department. Provide Water and Waste Department with the sewer inspections and corresponding defects data. Any repairs or other activities deemed necessary from these inspections must be coordinated with the Water & Waste Department.
- F2.8 Provide post repair manhole to manhole inspection (CW 2145) to the Water and Waste Department

F3. GEOTECHNICAL INVESTIGATION REQUIREMENTS FOR PUBLIC WORKS PROJECTS (SEPTEMBER 2015)

F3.1 Fieldwork

- (a) Clear all underground services at each test-hole location.
- (b) On most projects, test-holes are required every 50 metres with a minimum of three (3) test holes per Project Location. For street projects greater than 500 metres, test holes may be taken every 100 m. More or fewer test-holes may be required depending upon known Site conditions – confirm with the Project Manager.
- (c) Record location of test-hole (offset from curb, distance from cross street and house number).
- (d) Drill 150 mm-diameter cores in pavement.
- (e) Drill 125 mm-diameter test-holes into fill materials and subgrade.
- (f) If a service trench backfilled with granular materials is encountered, another hole shall be drilled to define the existing sub-surface conditions.
- (g) Test-holes shall be drilled to depth of 2 m \pm 150 mm below surface of the pavement.
- (h) Recover pavement core sample and representative samples of soil (fill materials, pavement structure materials and subgrade).
- (i) Measure and record pavement section exposed in the test-hole (thickness of concrete or asphalt and different types of pavement structure materials).
- (j) Pavement structure materials to be identified as crushed limestone or granular fill and the maximum aggregate size of the material (20 mm, 50 mm or 150 mm).
- (k) Log soil profile for the subgrade.
- (l) Representative samples of soil must be obtained at the following depths below the bottom of the pavement structure materials – 0.1 m, 0.4 m, 0.7 m, 1.0 m, 1.3 m, 1.6 m, etc. Ensure a sample is obtained from each soil type encountered in the test-hole.
- (m) Make note of any water seepage into the test-hole.
- (n) Backfill test-hole with native materials and additional granular fill, if required. Patch pavement surface with hot mix asphalt or high strength durable concrete mix.
- (o) Return core sample from the pavement and soil samples to the laboratory.

F3.2 Lab Work

- (a) Test all soil samples for moisture content.
- (b) Photograph core samples recovered from the pavement surface.
- (c) Conduct tests for plasticity index and hydrometer analysis on selected soil samples which are between 0.5 m and 1 m below top of pavement (this is the sub-grade on which the pavement and sub-base will be built). The selection will be based upon visual classification and moisture content test results, with a minimum of one sample of each soil type per street to be tested.
- (d) Prepare test-hole logs and classify subgrade (based on hydrometer) as follows:
 - < 30% silt - classify as clay
 - 30% - 50% silt - classify as silty clay
 - 50% - 70% silt - classify as clayey silt
 - > 70% silt - classify as silt
- (e) For Pavement Rehabilitations and Mill and Fill Pavement Rehabilitation Method pavement cores may be required. Contact the City's Project Manager to confirm requirements.
- (f) For any uncertain situations and/or locations, or clarification of these requirements, contact the Project Manager.

PART G - SCOPE OF ENGINEERING SERVICES

G1. PROJECT PLANNING & PRELIMINARY DESIGN

- G1.1 Preliminary Design Services associated with the Contract are described in H5.
- G1.2 Where applicable, the designs must address the most current:
- (a) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
 - (b) City of Winnipeg's *Transportation Standards Manual*;
 - (c) City of Winnipeg's *Accessibility Design Standards and Universal Design Policy*;
 - (d) City of Winnipeg's *Tree Planting Details and Specifications Downtown Area and Regional Streets*;
 - (e) City of Winnipeg's *Tree Removal Guidelines*;
 - (f) *Winnipeg Pedestrian and Cycling Strategies*;
 - (g) The current edition of The City of Winnipeg *Standard Construction Specifications*.
- G1.3 The Consultant is responsible for:
- (a) In consultation with the Project Manager, determining the extent to which Site investigation is required;
 - (b) Field surveys;
 - (c) Acquiring the historical and as-built drawings within Project limits from Underground Structures;
 - (d) Referring to (F2) the *Sewer Televising Guidelines for Public Works Projects*, determining the extent to which the sewer infrastructure (a) requires inspection, and (b) in consultation with the Water & Waste Department, and the approval of the Project Manager, requires repairs or renewal;
 - (e) Engaging the services of appropriate qualified Subconsultant personnel where additional services are required, including, but not limited to: site investigation (geotechnical) services (F3), materials testing services, pipeline loading assessments, and/or closed circuit television (CCTV) sewer inspection (F2);
 - (f) Detailed examination of access and parking requirements for abutting residents/businesses, including production of a parking plan for alley works;
 - (g) Construction staging plans that minimize disruption to the public. Assumptions must be stated in the Proposal;
 - (h) Pavement marking plan(s);
 - (i) Separate proposed horizontal geometry plan(s);
 - (j) **Providing, at minimum, bi-weekly updates to the Project Manager on schedule, expenditures and/or forecasts, unless otherwise instructed by the Project Manager;**
 - (k) Providing Project details and regular Project updates to the Accela (formerly called Envista) right-of-way coordination system.

G2. DETAILED DESIGN & CONTRACT PREPARATION

- G2.1 Detailed Design Services associated with the Contract are described in H6.
- G2.2 Design drawings are required for all Public Works construction projects except for Regional Street Mill & Fill projects and TBO projects, unless specifically declined, in writing, by the Project Manager.
- G2.3 Designs to be submitted for review must:
- (a) Be sealed by a Professional Engineer, registered in the Province of Manitoba

- (b) Include a pavement design brief for new Regional Street Pavements
- (c) Include the pavement cross section (where applicable)
- (d) Include the dimensioned jointing design (where applicable)
- (e) Conform to the Manual for the Production of Construction Drawings for the City of Winnipeg, Works and Operations Division (November 1984).
- (f) Allow six weeks for circulation to Underground Structures
 - (i) Ensure that separate copies are sent to affected utilities, with specific requests made for estimates, where required.

G2.4 The Bid Opportunity documents must be prepared:

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

G2.5 The Consultant is responsible for:

- (a) **Providing, at minimum, bi-weekly updates to the Project Manager on progress, expenditures and/or forecasts, unless otherwise instructed by the Project Manager;**
- (b) Providing Project details and regular Project updates to the Accela (formerly called Envista) right-of-way coordination system.

G3. CONTRACT ADMINISTRATION

G3.1 Contract Administration Services associated with the Contract are described in H7.

G3.2 The Consultant is required to provide NON-RESIDENT Contract Administration Services including but not limited to:

- (a) Ensuring persons with demonstrated experience are assigned to administer the Project for the duration of the Project, with personnel changes only upon approval of the Project Manager;
- (b) Timely processing of accurate progress payments and invoices;
- (c) Conducting pre-award and pre-construction meetings with formal notes as described in the City of Winnipeg's *Manual of Project Administration Practice* (DRAFT March 1992 – see Appendix B);

G3.3 The Consultant is required to provide RESIDENT Contract Administration Services including but not limited to:

- (a) Coordination of the day-to-day Site activities;
- (b) Ensuring construction contractor conformance to the City of Winnipeg's *Manual of Temporary Traffic Control*;
- (c) Full-time inspection;
- (d) Field and/or laboratory testing and verification of construction material quality;
- (e) Field measurement and verification of construction material quantities in a manner so as to minimize contract disputes;
- (f) Periodic and timely updates to the Project Manager on progress and/or expenditures, through:
 - (i) Regular site meetings with formal minutes as described in the City of Winnipeg's *Manual of Project Administration Practice* (Draft March 1992 – see PART I - REFERENCES) including the date, location & attendees. Issues, updates and amendments must be itemized and dated;
 - (ii) Other formal and/or informal documented means;

- (g) Representation of the City to the local residents and businesses in a professional manner, with responsible and prompt reaction to reasonable requests (minimizing impact and/or disruption of the Project to the extent possible);
- (h) On-going updates to the lane-closure information line as required;
- (i) Supervision of Subconsultants required to perform any services under G1.3(e);
- (j) Provision of Project details and regular Project updates to the Accela (formerly called Envista) right-of-way coordination system.

G4. POST-CONSTRUCTION

G4.1 Post-Construction Services associated with the Contract are described in H8.

G4.2 The Consultant is required to provide Post-Construction Services including but not limited to:

- (a) Preparation of one of each of the following for every construction contract administered under the Project:
 - (i) Certificate of Substantial Performance;
 - (ii) Certificate of Total Performance; and
 - (iii) Certificate of Acceptance.
- (b) Additional Contract Administration for maintenance (pay) items within the warranty period of the construction contract;
- (c) Resolution of deficiencies and/or outstanding warranty issues;
- (d) Submission of a final construction report within three months of Substantial Performance of the construction contract, including:
 - (i) Summary report – a brief (three to five page) description of:
 - ◆ Services accomplished, including initial and final scope of Project;
 - ◆ For new street pavements – Final pavement design
 - ◆ For pavement rehabilitations – Amount of concrete repairs by percentage of surface
 - ◆ For pavement rehabilitations – Average thickness of asphalt placement
 - ◆ Issues encountered and resolutions achieved;
 - ◆ Any outstanding services or issue-resolutions required; and
 - ◆ Final or projected final contract cost;
 - ◆ Daily field reports (as an appendix);
 - ◆ Field test reports (as an appendix).
 - (ii) Photographs – total minimum of 12, maximum of 20; good quality digital photos using descriptive file names (including year), provided on CD or DVD (notwithstanding pre-construction Site and property condition assessment photos, as per Appendix A – Definition of Professional Consultant Services – Engineering – Public Works)
 - ◆ approximately six (6) typical pre-construction photos
 - ◆ approximately six (6) typical Post-construction photos
 - ◆ approximately six (6) typical construction operation photos (e.g. concrete pour, paving operation).
 - (iii) Provision of record drawings, where required, in accordance with the Public Works Department's As-Built Drawing Requirements for Public Works Projects (F1), within three months of Substantial Performance of the construction contract, unless waived or amended in writing by the Project Manager

G4.3 Post Construction for Local Improvement (LI) projects includes all activities as described in G4.1 and G4.2, plus the following:

- (a) Provision of project calculations as described under H9.3(g) for assessment of Local Improvement (LI) levies within one (1) month of the Total Completion date;
- (b) LI levies include construction, engineering, other project costs as described in B8.3, but exclude land drainage and tie-ins to existing streets.

PART H - DEFINITION OF PROFESSIONAL CONSULTING SERVICES- ENGINEERING-PUBLIC WORKS

The City of Winnipeg
Revision: 2012-01-19

H1. DEFINITIONS

- H1.1 “Consulting Engineer” means the Professional Engineer or Professional Engineering firm engaged by the City to perform Consulting Engineering Services as described herein and within the Scope of Services of a Contract. The “Consulting Engineer” will hold and maintain, for the duration of the Project, a Certificate of Authorization from the Association of Professional Engineers and Geoscientists of Manitoba in the “Practicing Entity” category.
- H1.2 “Professional Engineer” means an individual engineer registered to practice in the Province of Manitoba by the Association of Professional Engineers and Geoscientists of Manitoba (APEGM), as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and the by-laws of the Association of Professional Engineers and Geoscientists of the Province of Manitoba.
- H1.3 “Professional Engineering” means the practice of professional engineering in the Province of Manitoba, as governed by the Engineering and Geoscientific Professions Act of the Province of Manitoba and the by-laws of the Association of Professional Engineers and Geoscientists of the Province of Manitoba (APEGM).
- H1.4 “Seal” means the impression of the stamp issued by APEGM to registered Professional Engineers, plus the signature of the registered Professional Engineer, plus the date the signature was applied.

H2. INTRODUCTION

- H2.1 Further to the General Conditions for Consultant Services, it is the intent of this Section to clarify the City’s specific requirements of the consulting services of Professional Engineers; to more fully identify the services to be rendered by Consulting Engineers to the City and to other parties on behalf of the City; and to provide a more clearly determined basis of obligation in respect thereof by Consulting Engineers to the City and to third parties in the provision of such services.

H3. GENERAL REQUIREMENTS OF PROFESSIONAL ENGINEERS

- H3.1 All services described herein shall be performed in the City of Winnipeg, unless otherwise authorized in writing by the Project Manager, and under the direct supervision of a Professional Engineer registered in the Province of Manitoba.
- H3.2 All drawings, reports, recommendations and other documents originating therefrom involving the practice of Professional Engineering shall bear the Seal of a Professional Engineer.
- H3.3 Reports and documents not involving the practice of Professional Engineering, such as letters of information, minutes of meetings, construction progress reports, may be originated and signed by other responsible personnel engaged by the Consulting Engineer and accepted by the Project Manager. Progress estimates, completion certificates and other reports related to the technical aspects of a Project, must be endorsed by the Consulting Engineer in a manner acceptable to the Project Manager.
- H3.4 None of the services, tasks, actions or requirements described herein, nor any verbal instruction from the Project Manager, are intended to relieve the construction contractor of his contractual and/or other legal obligations in respect thereof, unless specifically indicated, in writing, by the Project Manager.

H4. PROFESSIONAL ENGINEERING SERVICES – ADVISORY SERVICES

- H4.1 Advisory services have been referred to by the City of Winnipeg as “Type 1 Services”
- H4.2 Advisory services are normally not associated with or followed by preliminary design and/or design services.
- H4.3 Advisory services include, but are not limited to:
- (a) Expert Testimony;
 - (b) Appraisals;
 - (c) Valuations;
 - (d) Rate structure and tariff studies;
 - (e) Management services other than construction management;
 - (f) Feasibility studies;
 - (g) Planning studies;
 - (h) Surveying and mapping;
 - (i) Geotechnical investigations;
 - (j) Hydrological investigations;
 - (k) Safety audits;
 - (l) Value engineering audits;
 - (m) Inspection, testing, research, studies, or reports concerning the collection, analysis, evaluation; and
 - (n) Interpretation of data and information leading to conclusions and recommendations based upon specialized engineering experience and knowledge.

H5. PROFESSIONAL ENGINEERING SERVICES – PRELIMINARY DESIGN

- H5.1 Preliminary Design services have been referred to by the City of Winnipeg as “Type 2 Services”
- H5.2 Engineering services for preliminary design normally precede the detailed design of a Project.
- H5.3 Preliminary design services include, but are not limited to:
- (a) Preliminary engineering studies;
 - (b) Engineering investigations;
 - (c) Surface and subsurface site explorations, measurements, investigations, and surveys;
 - (d) Operational studies including drainage studies, traffic studies, and noise attenuation;
 - (e) Functional planning;
 - (f) Formal and/or informal consultations with stakeholders and/or the general public
 - (g) Physical, economical (capital and operating) and environmental studies including evaluation, comparison, and recommendation regarding alternative preliminary designs;
 - (h) Special applications to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto and appearance before same in support of the application;
 - (i) Identification of the necessary authorizations from regulatory authorities and/or public agencies and determination of any related impacts and/or risks to the Project;
 - (j) Coordination with all the utilities including (but not limited to) hydro, telephone, gas, telecoms, fibre optics, traffic signals and other City or developer works with respect to location, relocation, construction and/or reconstruction;

- (k) Preparation and submission of a report and appropriate drawings to the Project Manager, fully documenting data gathered, explaining adequately the assessment made, stating with clarity the resulting conclusions, and containing all recommendations which are relevant to this stage of Project implementation.

H6. PROFESSIONAL ENGINEERING SERVICES – DETAILED DESIGN

- H6.1 Detailed Design services have been referred to by the City of Winnipeg as “Type 3 Services”
- H6.2 Engineering services for detailed design normally involve preparation of detailed designs, construction contract specifications and drawings, analysis of bids and recommendations regarding construction contract award.
- H6.3 Detailed design services include, but are not limited to:
 - (a) Addressing alternative methods of accommodating; relocating; avoiding, and/or protecting utilities and railways; proposing alternative methods of solution, reviewing same with the appropriate regulatory approval agencies and stakeholders;
 - (b) Application to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto, and appearance before same in support of the application;
 - (c) Formal and/or informal consultations with stakeholders and/or the general public;
 - (d) Preparation and submission of detailed engineering calculations, drawings, and criteria employed in the design(s), securing review of and acceptance by the Project Manager;
 - (e) Submission of engineering drawings and plans for circulation through the Underground Structures process;
 - (f) Preparation of detailed engineering drawings, specifications and bid opportunity documents consistent with the standards and guidelines of the City, securing review of and acceptance by the Project Manager;
 - (g) Preparation and provision to the Project Manager in written form, a fully detailed formal construction contract estimate;
 - (h) Provision of appropriate response to bidders and advice to the Project Manager during the bid opportunity advertising period and, subject to acceptance by the Project Manager, issuing addenda to the bid opportunity documents;
 - (i) Submission of a review, analysis, comparison, tabulation, calculation, and evaluation of the bids received, to the Project Manager, including a recommendation for construction contract award;
 - (j) Arranging and attending a pre-award meeting with the recommended construction contractor, the Consulting Engineer and the Project Manager;
 - (k) Preparation of a report including revised contract estimate, identifying and explaining variations from the earlier formal estimate.

H7. PROFESSIONAL ENGINEERING SERVICES – CONTRACT ADMINISTRATION

- H7.1 Contract Administration services have been referred to by the City of Winnipeg as “Type 4 Services”
- H7.2 Engineering services for Contract Administration are associated with the construction of a Project and include the office and field services required to ensure the execution of the Project in accordance with the intent of the City and in conformance with the particulars of the drawings and specifications.
- H7.3 Engineering services for Contract Administration can be generally divided into NON-RESIDENT and RESIDENT services.
- H7.4 NON-RESIDENT Contract Administration services include but are not limited to:

- (a) Consultation with and advice to the Project Manager during the course of construction;
- (b) Review and acceptance of shop drawings and other submissions supplied by the construction contractor or supplier to ensure conformance with the drawings and specifications;
- (c) Review and report to the Project Manager upon laboratory, shop and other tests conducted upon materials and/or equipment placed or installed by the construction contractor to ensure conformance with the drawings and specifications;
- (d) Acceptance of and/or recommendations for alternate materials and methods, subject to the approval of the Project Manager;
- (e) Provision to the Project Manager of a complete, current monthly Project status report;
- (f) Provision to the Project Manager a current update of revised construction contract-end cost estimate on a monthly basis, or more frequently if necessary, with explanation and justification of any significant variation from the preceding construction contract-end cost projection;
- (g) Definition and justification of any changes to the construction contract for review by the Project Manager;
- (h) Supplying the Project Manager with a copy of all significant correspondence relating directly or indirectly to the Project, originating from or distributed to, parties external to the Consulting Engineer, immediately following receipt or dispatch;
- (i) Provision of adequate and timely direction of field personnel by senior officers of the Consulting Engineer;
- (j) Establishment prior to construction and submission to the Project Manager of written and photographic records of, and assessment of the physical condition of the project site and the properties, buildings, facilities, and structures adjacent to the project site sufficient to equip the Consulting Engineer to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages thereto arising from the Project;
- (k) Arranging and attending pre-construction meetings and on-site or off-site review meetings, including representatives of the construction contractor, the Project Manager, and other technical stakeholders as applicable;
- (l) The preparation and submission of:
 - (i) a detailed design notes package including items such as structural, geotechnical, hydraulic and heating, air-conditioning and ventilation design calculations; mechanical and electrical design calculations related to process equipment and building services; process design calculations; and instrumentation and process control design calculations;
 - (ii) approved related shop drawings and equipment process manuals all within one (1) month of completion of each separate installation construction contract required to complete the works.

H7.5 RESIDENT Contract Administration services include but are not limited to:

- (a) Provision of qualified resident personnel – acceptable to the Project Manager – present at the Project site to carry out the services as specified below:
 - (i) inspection of all pipe prior to installation;
 - (ii) inspection and acceptance of excavation for, and full time inspection at the time of bedding placement, pipe laying and backfilling in respect of installation of watermains, land drainage sewers, and wastewater sewers;
 - (iii) inspection of installation of all connections to watermains, sewers, manholes, valves, hydrants or house services, and excavation and/or exposing of all underground services, structures, or facilities;
 - (iv) inspection of all excavations to determine soil adequacy prior to installation of base and subbase courses for sidewalks, public back lanes, and street pavements;

- (b) Further to H7.5(a), full time inspection will require assignment of qualified resident personnel – acceptable to the Project Manager – to each specific location when the referenced work is being undertaken by the construction contractor:
 - (i) full time inspection and/or testing of watermains and sewers;
 - (ii) full-time inspection during pavement placement; during finishing of public sidewalks and public lanes and/or street pavements
 - (iii) full-time inspection during construction of bridge infrastructure and other structural works.
- (c) Conduct detailed inspection of construction sufficient to ensure that the construction carried out by the construction contractor conforms to the drawings and specifications;
- (d) Co-ordination and staging of all other works on the Project site including traffic signal installations, hydro, telephone, and gas utility work, railway work forces and/or other City or developer work;
- (e) With approval of the Project Manager, provision of notice to adjacent residents and businesses of those stages of construction of the Project that will interrupt public services or access thereto, sufficiently in advance of same to permit preparation therefore;
- (f) Enforcement of construction contractor conformance with the City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City Streets and with reasonable standards of safety for motorists and pedestrians;
- (g) Provision of reference line and elevation to the construction contractor and checking upon the construction contractor's adherence thereto;
- (h) Representation of the City to the local residents and businesses and other inquiries in a professional manner, with responsible and prompt reaction to requests, minimizing impact and/or disruption of the Project to the extent possible;
- (i) Arranging for and carrying out of testing of materials utilized by the construction contractor to ensure conformance with the drawings and specifications;
- (j) Measurement, calculation, preparation, certification, and prompt submission of progress estimates to the Project Manager for payment to the construction contractor for construction performed in accordance with the drawings and specifications;
- (k) Arrange, attend and prepare and distribute records of and minutes for, regularly held on-site or offsite Project review meetings including representatives of the construction contractor and the City;
- (l) Promptly report any significant and unusual circumstances to the Project Manager;
- (m) Promptly arrange for and conduct a detailed final inspection of the Project with the construction contractor and the Project Manager prior to commencement of the period of contractor warranty specified in the construction contract for the Project, and providing to the Project Manager in written form an appropriate recommendation for commencement of the warranty period for the constructed or partially constructed Project;
- (n) Act as Payment Certifier and administer all construction contracts as required under the Builder's Liens Act of Manitoba;
- (o) Keep a continuous record of working days and days lost due to inclement weather during the course of construction contract works;

H8. PROFESSIONAL ENGINEERING SERVICES – POST CONSTRUCTION SERVICES

- H8.1 Engineering Services in the post-construction phase of a Project are associated with the completion and close-out of the Project and generally considered part of Contract Administration (Type 4) Services.
- H8.2 The Consulting Engineer is required to provide post-construction services including but not limited to:

- (a) Preparation of a Certificate of Substantial Performance in the standard City of Winnipeg format
- (b) Preparation of a Certificate of Total Performance in the standard City of Winnipeg format
- (c) Provision of inspection services during the warranty period of the construction contract;
- (d) Provision of inspection services (as per H7.5(a)) for maintenance (paid) items within the warranty period of the construction contract;
- (e) Coordination of a detailed inspection of the Project with the construction contractor and the Project Manager prior to the end of the period of construction contract warranty specified in the construction contract for the Project;
- (f) Prompt resolution of:
 - (i) deficiencies in design
 - (ii) outstanding construction contract warranty issues
- (g) Submission of a final construction report within three (3) months of the Substantial Performance date of the construction contract, including final or projected final construction contract costs;
- (h) Provision of record drawings, within three (3) months of Substantial Performance date;
- (i) Preparation of a Certificate of Acceptance in the standard City of Winnipeg format.

H9. PROFESSIONAL ENGINEERING SERVICES – ADDITIONAL SERVICES

- H9.1 Additional Services have been referred to by the City of Winnipeg as “Type 5 Services”
- H9.2 Additional services are Consulting Engineering services that fall outside those described above and may or may not be associated with a construction project, but are not in place of or in substitution for those services elsewhere specified in the *Definition of Professional Consultant Services – Engineering*, with respect to other types or categories of Services.
- H9.3 Engineering Services called Additional Services include but are not limited to:
- (a) Revision of completed, or substantially completed, drawings and/or specifications that were in conformance with the original intent of the City or had been accepted by the Project Manager;
 - (b) Preparation of operating manuals and/or training of operating personnel;
 - (c) Start-up and/or operation of operating plants;
 - (d) Procurement of materials and equipment for the City;
 - (e) Preparation for and appearance in litigation on behalf of the City;
 - (f) Preparation of environmental studies and reports and presentation thereof in public hearings;
 - (g) Preparation and submission to the Project Manager, final quantities and dimensional measurements which the City requires for assessment of Local Improvement Levies within one (1) month of Project completion.

PART I - REFERENCES

I1. REFERENCE DOCUMENTS

I1.1 THE FOLLOWING DOCUMENTS ARE REFERENCED IN THIS REQUEST FOR PROPOSAL:

- (a) [Accessibility Design Standards](#) – City of Winnipeg; also available at: [LINK](#), including a link to the City of Winnipeg's Universal Design Policy,
- (b) [City of Winnipeg Standard Construction Specifications](#) – most current edition as at time of Construction Bid Opportunity advertising;
- (c) [Manual of Project Administration Practice](#) – Preliminary Edition for Trial Use and Comment – City of Winnipeg (March 1992); also at: [LINK](#);
- (d) [Tree Planting Details and Specifications Downtown Area and Regional Streets](#) – City of Winnipeg (May 2009); also at [LINK](#)
- (e) [Tree Removal Guidelines](#) – City of Winnipeg; also at: [LINK](#);
- (f) Transportation Standards Manual – (Draft, City of Winnipeg 2012);
- (g) Manual for the Production of Construction Drawings – City of Winnipeg (November 1984).
- (h) [Winnipeg Pedestrian and Cycling Strategies](#) Adopted by Council on July 15, 2015; also at [LINK](#).

Please contact the Project Manager for access to any documents not linked, or to report any broken or inaccessible links.

APPENDIX A: DRAWINGS

Drawing T-3316 – Limits and treatment of Pembina Highway from Carter Avenue to Osborne St
Functional plan of Project