



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 995-2016

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
DOWNTOWN PAVEMENT RENEWALS, PROTECTED BIKE LANES AND
STREETSCAPING**

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 DOWNTOWN PAVEMENT RENEWALS, PROTECTED BIKE LANES AND STREETSCAPING

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 20, 2016.

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, 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 Request for Proposal 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 Request for Proposal 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 Proponent is responsible for ensuring that he/she 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 Proponent 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 - Proponent and Subconsultants (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 six (6) 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 twenty (20) pages in length, exclusive of the required form(s). Only the first twenty (20) 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, a total of four (4) of the twenty (20) 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 his/her 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 separate breakdown of fees by activity for:
- (a) each location of work identified in D3.2; and
 - (b) Winnipeg Police Service Headquarters Bollards, including coordinating the modifications to Manitoba Telecom Systems infrastructure on Garry Street.
- B8.2 The Proposal shall include the total fees for all disciplines, identified and necessary, for each Scope of Service phase of the Project (D5), including:
- (a) Preliminary Design Services;
 - (b) Detailed Design Services (including Bid Opportunity Preparation);
 - (c) Contract Administration Services; and
 - (d) Post-Construction Services
- B8.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.4 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 The Fee Proposal shall also 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.
- B8.5.1 Further to B8.5, 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 30% of the Total Bid Price. Fees for approved Subconsultants shall be payable as invoiced by the Subconsultant, plus an allowed handling fee of 5%.
- B8.6 Proposal(s) shall include the Fees to be assessed for Engineering and other Services as defined in the Scope of Services.
- B8.7 The Fees associated with Preliminary Design shall:
- (a) be a Fixed Fee;
 - (b) include Allowable Disbursements.
- B8.8 The Fees associated with Detailed Design shall:
- (a) be a Fixed Fee;
 - (b) include Allowable Disbursements.
- B8.9 The Fees associated with Contract Administration shall:
- (a) be a Total Maximum based on Hourly Rates;
 - (b) include Allowable Disbursements.
- B8.10 The Fees associated with Post-Construction Services shall:
- (a) be a Total Maximum based on Hourly Rates;
 - (b) include Allowable Disbursements.

- B8.11 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.
- B8.12 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. MANAGEMENT PROPOSAL - PROPONENT AND SUBCONSULTANTS (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 local 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;
 - (f) reference information (two current names with telephone numbers per project).
- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.2.2 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 Describe your approach to overall team formation and coordination of team members.
- B10.2 Proposals should include:
- (a) A methodology describing the 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 the Project.
 - (b) Methodology should identify:
 - (i) Job function for each individual and group of individuals identified in B10.3;
 - (ii) Time estimates by work activity and in total, including hourly rates for each person identified in B10.3 as well as survey, drafting, clerical and any other support staff.
 - (c) An organizational chart for the Project should be included and should identify the roles of key personnel.
- B10.3 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, including:
 - (i) Job title,
 - (ii) Educational background and degrees;

- (iii) Professional affiliations;
 - (iv) Years of experience administering projects for the City of Winnipeg;
 - (v) Years of experience in current position;
 - (vi) Years of experience in design; and
 - (vii) Years of experience in construction administration.
 - (c) For each person identified in B10.3, 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.
 - (d) Key personnel should include design staff with extensive experience in the successful design of complex bicycle facilities within North America who will approve drawings prior to submittal for the City's review. They should be a reliable and distinguished resource specific to bicycle facility design and have extensive knowledge, ability and education.
- B10.4** For each person identified in B10.3, list 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 the project;
 - (b) Role of the person; and
 - (c) Project Owner.
- B10.5** Further to B10.4, and upon request of the Project Manager, the Proponent must be able to provide, for each person identified in B10.3, two current references, including telephone numbers, for each project listed.
- B10.6** Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B10.7** Proposals may also address any other information that conveys the Proponent's understanding of the Project requirements.
- B11. TECHNICAL PROPOSAL (SECTION E)**
- B11.1** Proposals should address the technical deliverables and associated task requirements required by the Scope of Services. It should clearly identify and explain work activities and identify all assumptions and interpretations.
- B11.2** Specifically, Proposals should describe:
- (a) the Proponent's practical understanding of the Project, specifically:
 - (i) functional and technical requirements;
 - (ii) urban design issues;
 - (iii) cyclist and pedestrian planning issues; and
 - (iv) communications strategy.
 - (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) all activities and services to be provided by the City;
 - (e) the deliverable(s) of the Project; and
 - (f) any assumptions made with respect to the Scope of Services.
- B11.3** Methodology should be presented in accordance with the Scope of Service phases as defined in D5, as well as Part F - Specifications and Appendix A – Definition of Professional Consulting Services – Engineering.
- (a) Details of the Scope of Services are provided in D5 to D9.

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 design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

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 completed the technical memo (functional design) of the downtown protected bike lane system.
- B13.3 Additional Material that will be made available to Proponents upon request to the Project Manager in D2:
- (a) City of Winnipeg 2015 Pedestrian and Cycling Projects Technical Memo;
 - (b) Garry Street & Notre Dame Avenue Utility Manhole Details Memorandum and Drawings identifying the approximate locations of utility manholes in the boulevards;
 - (c) Conceptual Drawings of Notre Dame Avenue, Donald Street, Princess Street and Arthur Street;
 - (d) Underground information, including:
 - (i) outdated Underground Structures composite drawings; and
 - (ii) an AutoCAD drawing (and associated files) identifying utilities in the functional design area;
 - (e) Winnipeg Police Headquarters Bollards Functional Drawings.

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.
 - (f) upon request of the Project Manager, provide the Security Clearances as identified in PART E - SECURITY CLEARANCE.
- 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 Proponents and the Contract amount of the successful Proponent 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 his/her 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 Work until a Contract for the Work has been duly executed and the performance security furnished 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 his/her 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 - Proponent and Subconsultant; (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), Management Proposal – Proponent and Subconsultants will be evaluated considering the experience of the organization(s) on projects of similar size and complexity as well as other information requested.
- B20.6 Further to B20.1(e), Management Proposal – Project Team will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, as well as the Proponent's project management approach and team organization.
- B20.7 Further to B20.1(f), Technical Proposal will be evaluated considering the Proponent's understanding of the Project's technical and functional requirements and their proposed methodology.
- 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.
- B20.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.

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 The Work of this Contract is contingent upon Council approval of sufficient funding in the 2017 and 2018 Capital Budgets. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.

- B21.4 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.
- B21.5 The City may, at its discretion, award the Contract in phases. Contract Administration and Post-Construction Services cannot be awarded prior to approval of the 2017 Capital Budget, except with the approval of Council.
- B21.6 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B21.6.1 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.
- B21.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.8 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.
- B21.9 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:

Blake Kibbins, P. Eng.

Telephone No. 204 986-4734

Email Address: bkibbins@winnipeg.ca

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.

D3. BACKGROUND

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

D3.2 The Project Locations and Budgets are recommended by the Public Service and adopted by City Council. The 2017 Preliminary Capital Budget includes the following:

Location	Project Budget for Year Forecast	
	2017	2018
Donald Street – Notre Dame to Portage	\$2,800,000	
Garry/Notre Dame – Notre Dame to Assiniboine/Portage to Princess	\$2,900,000	\$10,261,000
Princess SB – William to Donald	\$300,000	

D3.3 On July 15, 2015, City of Winnipeg Council approved the Pedestrian and Cycling Strategies (PCS) which provide a vision for the future of walking and cycling in Winnipeg. The Project will meet the expectations of the PCS which are available at <http://walkbike.winnipeg.ca>

D3.4 In September of 2015 the City of Winnipeg initiated a comprehensive public engagement and functional design process that developed multiple options for upgrading the bicycle lanes along Fort Street and/or Garry Street. Through the technical review and public engagement process a recommended option was selected and presented to the public at a final engagement event on June 23, 2016.

D3.5 The functional design (City of Winnipeg 2015 Pedestrian and Cycling Projects Technical Memo) will be available to Proponents upon request. Additional information can also be found at www.winnipeg.ca/walkbikeprojects

D3.6 Enforcement, awareness and promotion are critical to the success of the operation and use of bicycle lane upgrades in Winnipeg's downtown. The City will establish a task force to aid in

these initiatives outside of the services required within this bid opportunity and will seek specialized services by others as required.

D3.7 Winnipeg will host the 2017 Canada Summer Games and construction activity will be prohibited on Garry Street, Donald Street and Princess Street between July 28 and August 13, 2017.

D3.8 Pavement renewals and streetscaping are anticipated on Smith Street south of Notre Dame Avenue and Ellice Street between Notre Dame Avenue and Balmoral Street in 2019.

D3.9 Winnipeg Police Service Headquarters:

- (a) In 2011 the City of Winnipeg commenced the re-development of the property at 266 Graham for the purpose of establishing a new Police Headquarters;
- (b) There is a security concern as the emergency facility is in close proximity and similar elevation to the surrounding roads. The relative ease with which a vehicle can drive over the existing curb presents a serious risk to:
 - (i) Security of Police members;
 - (ii) Building integrity; and
 - (iii) Ability to provide emergency services.
- (c) The headquarters was not designed or built to withstand large scale attacks. The increased level of global terrorism against government institutions, including emergency services, dictate basic and affordable security measures be considered to ensure essential services are maintained;
- (d) The headquarters will host an emergency call center which falls under the guides of the Public Safety Answering Point (PSAP). PSAP requires that any facility hosting an emergency call centre abide by the security standards within their legislation. As such the headquarters must include appropriate measures to ensure unauthorized access to the building or disruption of emergency services be minimized or eliminated. The exterior glass does not offer the necessary resistance to safeguard the building from vehicles;
- (e) Security bollards will be strategically placed around the perimeter of the building;
- (f) Funding for services associated with the bollards is not included in D3.2 but will be confirmed in the following stages:
 - (i) Following award of Contract; and
 - (ii) Following the preparation of a Class 3 Project cost estimate.

D4. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) "Project Budget" means the total available funding for a Project, including but not limited to construction (Contract) costs, utility costs, Consulting Fees, and City of Winnipeg services, overhead and administrative costs.
- (b) "Concrete 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.
- (c) "Rehabilitation" means removal of existing asphalt overlay, pavement, curb and sidewalk repairs, replacement or adjustment of drainage infrastructure, adjustment of appurtenances in the pavement and boulevards, and an asphalt overlay.

D5. SCOPE OF SERVICES

D5.1 The Services required under this Contract shall consist of Preliminary Design, Detailed Design, Contract Administration and Post-Construction Services for Garry Street pavement renewals, protected bike lanes, sidewalk renewals with paving bands and streetscaping between Assiniboine Avenue and Notre Dame Avenue and associated works, including but not limited to:

- (i) Rehabilitation of the existing pavement on Garry Street from Broadway to York Avenue and St. Mary Avenue to Portage Avenue. Street car infrastructure may be present below the existing pavement between Portage Avenue and Graham Avenue;
 - (ii) Mill and Fill of the existing pavement on Garry Street from Assiniboine Avenue to Broadway and St. Mary Avenue to Portage Avenue;
 - (iii) Concrete Reconstruction of Garry Street from Notre Dame Avenue to Portage Avenue;
 - (iv) Concrete Reconstruction of Notre Dame Avenue from Princess Street to Portage Avenue, including protected bike lanes, sidewalk renewals with paving bands and streetscaping. Street car infrastructure may be present below the existing pavement;
 - (v) Concrete Reconstruction, paving bands and streetscaping of Donald Street from Portage Avenue to Notre Dame Avenue. Street car infrastructure is expected below the existing pavement;
 - (vi) Mill and Fill of Princess Avenue from William Avenue to Donald Street. Street car infrastructure is expected below the existing pavement; and
 - (vii) Geometric improvements and line painting of Arthur Street between Notre Dame Avenue and McDermot Avenue (i.e. no pavement or sidewalk renewal).
- D5.2 Further to D5.1, pavement renewals are not expected to extend through the intersections of Portage Avenue and Graham Avenue.
- D5.3 Further to D5.1(iv), the pedestrian scale lighting (Stittsville poles) on Notre Dame Avenue will be maintained. It is expected that the poles will be removed, retrofitted, sandblasted and resurfaced, and the bases and wiring replaced. The Proponent will coordinate these works with Manitoba Hydro and the City's Street Lighting Branch.
- D5.4 Further to D5.1(vi), the Mill and Fill of Princess Avenue will include:
- (a) Renewing curbs that are severely deteriorated or dangerous;
 - (b) Replacing barrier curbs at intersections and approaches with modified barrier curbs when the curb condition requires replacement;
 - (c) Replace or install curb ramps where:
 - (i) curb is missing;
 - (ii) severely deteriorated condition;
 - (iii) correction of orientation; and
 - (iv) required for the design asphalt elevation.
 - (d) Localized sidewalk repairs, only at sunken or heaved locations and where faults or cracks or joints exceed 10mm. Locations must be approved by the Project Manager.
- D5.5 The successful Proponent will be responsible for the design of bollards around the perimeter of the Winnipeg Police Service Headquarters, as well as Contract Administration Services associated with installing the bollards on Garry Street and St. Mary Avenue (i.e. Design Services only on Smith Street). It is expected that the installation of bollards on Garry Street will require modifications to Manitoba Telecom Systems infrastructure.
- D5.6 The successful Proponent will coordinate activities during all Phases of the Project with impacted stakeholders, including but not limited to:
- (a) Manitoba Hydro regarding their underground distribution and gas infrastructure. It is expected that ten (10) manholes will require replacement of the roof and/or walls;
 - (b) Manitoba Hydro regarding street lighting upgrades on Garry Street, Notre Dame Avenue and Donald Street;
 - (c) Manitoba Telecom Systems and Shaw regarding their underground infrastructure. It is expected that two (2) manholes will require replacement of the roof and/or walls;

- (d) Teraspan regarding their underground infrastructure;
- (e) City of Winnipeg Traffic Signals Branch regarding intersection designs and construction;
- (f) Winnipeg Transit regarding the impact of the project on their operations and bus stops;
- (g) Water and Waste Department regarding the following expected 2017 watermain renewals:
 - (i) Garry Street between Assiniboine Avenue and Broadway;
 - (ii) Intersection of Garry Street at Broadway;
 - (iii) Garry Street between Graham Avenue and Portage Avenue;
 - (iv) Donald Street / Princess Street from Portage Avenue to north of Notre Dame Avenue;
 - (v) Smith Street between Notre Dame Avenue and Ellice Avenue;
 - (vi) Albert Street between Notre Dame Avenue and McDermot Avenue; and
 - (vii) Arthur Street between Notre Dame Avenue and McDermot Avenue.
- (h) Water and Waste Department regarding the following expected 2017 watermain abandonments:
 - (i) Garry Street between Portage Avenue and Notre Dame Avenue;
 - (ii) Notre Dame Avenue between Portage Avenue and Donald Street;
 - (iii) Donald Street / Princess Street between Portage Avenue and William Avenue;
 - (iv) Portage Avenue between Donald Street and Notre Dame Avenue;
 - (v) Arthur Street between Notre Dame Avenue and McDermot Avenue; and
 - (vi) McDermot Avenue from Arthur Street to west of Donald Street / Princess Street.
- (i) Water and Waste Department regarding sewer televising and repairs;
- (j) Water and Waste Department regarding insulating water services for Concrete Reconstructions;
- (k) City of Winnipeg Traffic Management Branch;
- (l) City of Winnipeg Transportation Facilities Planning Branch;
- (m) City of Winnipeg Street Lighting Branch;
- (n) City of Winnipeg Urban Design Division and Downtown BIZ regarding streetscaping;
- (o) City of Winnipeg Forestry Branch regarding tree removals and new plantings using silva cells;
- (p) Winnipeg Police Service regarding the design and installation of bollards around their headquarters;
- (q) City of Winnipeg Parking Authority regarding parking accommodation and stations;
- (r) City of Winnipeg Geomatics Branch regarding the maintenance and restoration of survey infrastructure;
- (s) City of Winnipeg Traffic Services Branch;
- (t) City of Winnipeg Underground Structures Branch;
- (u) City of Winnipeg Streets Maintenance Division;
- (v) SkyCity Centre, a potential development at the intersection of Garry Street and Graham Avenue;
- (w) Affected residents and businesses. The Proponent will develop and implement a communication strategy, including a project webpage that will be hosted on the City's website, which will keep the affected residents, businesses and land owners informed of current and upcoming construction activities in an effective and meaningful way.

D5.7 Unless otherwise specified below, Appendix A – Definition of Professional Consultant Services – Engineering shall be applicable to the provision of Professional Engineering Services for this Project.

D6. PRELIMINARY DESIGN

- D6.1 Preliminary Design Services are defined in Appendix A – Definition of Professional Consultant Services – Engineering.
- D6.2 Where applicable, designs must reference and address:
- (a) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
 - (b) City of Winnipeg's 2012 Draft Updated *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) City of Winnipeg's *Tree Planting Details and Specifications Downtown Area and Regional Streets* (May 2009);
 - (f) City of Winnipeg's *Tree Removal Guidelines*;
 - (g) City of Winnipeg *Standard Construction Specifications* – current edition;
 - (h) 2015 Winnipeg Pedestrian and Cycling Strategies;
- D6.3 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).
- D6.4 Preliminary Design Services shall include, but not be limited to:
- (a) Confirm the scope of work required using professional engineering judgement;
 - (b) Project reporting and support to the City's Project Manager for Project reporting in accordance with the City of Winnipeg's Project Management Manual and templates.
 - (c) Field surveys;
 - (d) In consultation with the Project Manager, determine the extent to which site investigation is required;
 - (e) Acquire and review of the historical and as-built drawings within the Project limits from Underground Structures;
 - (i) Underground Structures information within the functional design limits have been compiled and will be provided to the successful Proponent by the Project Manager;
 - (f) Review and incorporate regulatory requirements into project plan and schedule. Obtain approvals from appropriate regulatory agencies as necessary;
 - (g) Review and confirm the road renewal assessments identified in D5.1;
 - (h) Provide comprehensive management of the Project. Monitor and maintain the same in a manner acceptable to the Project Manager. Provide written weekly updates to the Project Manager during design services. Monthly status reports provided to the Project Manager should include but not be limited to:
 - (i) Progress on tasks since previous report;
 - (ii) Expected progress for the next period;
 - (iii) Project schedule update;
 - (iv) Project budget update; and
 - (v) Identify potential problems, risks and concerns.
 - (i) Develop a project Risk Management Plan, identifying risks and appropriate mitigation recommendations, as they relate to the successful completion of the Project. Use the City of Winnipeg's Project Management templates at:
<http://winnipeg.ca/finance/infrastructureplanning/camp.stm#5>

- (j) Conduct surface and sub-surface site explorations, measurements, investigations and surveys as required, including but not limited to geotechnical requirements as identified in F2. Feedermain and forcemain loading assessments are not anticipated.
- (k) Determine, in accordance with F4, the extent to which the existing sewer infrastructure (a) requires inspections, and (b) in consultation with the Water and Waste Department, and the approval of the Project Manager, requires repair or renewal;
- (l) Review, recommend and implement changes to the functional design where required based on safety, costs, site investigations and existing and proposed utilities. Further to the functional design:
 - (i) Section 8.1 – public art is not required;
 - (ii) Figures 8.3 and 8.12 - the bumpout at the intersection of Princess Street and Notre Dame Avenue will be removed in accordance with the conceptual drawings;
 - (iii) Figures 8.4 and 8.13 – see Conceptual Drawings for proposed works on Arthur Street;
 - (iv) Figures 8.4 and 8.13 – see Conceptual Drawings for proposed works on Notre Dame Avenue east of Garry Street;
 - (v) Figure 8.5 – the pavement at the Portage Avenue intersection will not be renewed;
 - (vi) Figure 8.5 – on the west side of Garry Street, the geometry of the first approach south of Portage Avenue will not be improved if property is required;
 - (vii) Figure 8.6 – the pavement at the Graham Avenue intersection will not be renewed;
 - (viii) Figure 8.10 and 8.11 – the successful Proponent will review and make recommendations regarding accessibility issues adjacent 55 Garry Street;
 - (ix) Figures 8.11 and 8.20 – the successful Proponent will review connection options to the protected bike lane facility on Assiniboine Avenue. It is not expected that the existing facility will be realigned;
 - (x) Figures 8.12 to 8.20 – the successful Proponent will review and recommend changes to the proposed streetscaping designs considering the location of utilities and areaways;
 - (xi) Figures 8.12 to 8.20 – new fence will only be required to facilitate geometric changes to pavements and sidewalks;
 - (xii) Figure 8.14 – seasonal patios in the parking lanes will not be considered;
 - (xiii) Section 8.4 – the successful Proponent will identify any encroachment concerns that conflict with the proposed work;
 - (xiv) Section 8.5 – the successful Proponent will identify, review and provide recommendations for abandoning, maintaining or protecting existing areaways at 70, 90 and 330 Garry Street;
 - (xv) Section 10.0 – the City will develop wayfinding signage;
 - (xvi) Section 10.0 – the successful Proponent is not expected to participate in a public education program;
 - (xvii) Section 10.0 – seasonal patios in the parking lanes will not be considered; and
 - (xviii) Section 10.0 – streetscaping will not include public art.
- (m) Review, recommend and implement changes to the Conceptual Drawings. Where the conceptual drawings do not agree with the functional design, the conceptual drawings supersede the functional design;
- (n) Identify, review and provide recommendations for abandoning, maintaining, or protecting existing areaways on Notre Dame Avenue and Donald Street;
 - (i) There is a collapse at an access point to the areaway at 235 Notre Dame Avenue. The Proponent will inspect the areaway and determine whether it is adequate to support the Project requirements.
- (o) Optimize the lane and raised median widths where required on Garry Street to minimize pavement widening conflicts with underground utilities and accommodate the installation of pedestrian scale lighting. Design guidance and heuristics are as follows:

- (i) There are existing through lanes that are not adjacent the curb that are 3.05 m clear width;
 - (ii) The raised median separating the bicycle facility from vehicles should be maximized where possible to increase the visibility of the cyclists to adjacent drivers. A wider median will also facilitate snow clearing operations;
 - (iii) Lane alignments and the width of the raised median do not have to be consistent along the corridor; flexibility is required downtown; and
 - (iv) Narrowing of the raised median is not desirable but providing space for pedestrian scale lighting will enhance the visibility of drivers.
- (p) Confirm pavement marking plans. Durable pavement markings at critical locations and all green surface treatments shall be included in the Bid Opportunity. The City will provide the successful Proponent with the material and installation specifications;
- (q) Prepare and submit a pavement design analysis and provide concrete pavement design briefs for all new or reconstructed pavements as identified in D5.1;
- (r) Prepare a drainage plan;
- (s) Consult and coordinate with all utilities that have infrastructure in the Project area to identify conflicts as well as their current and future infrastructure requirements. Meeting minutes will be distributed in a timely manner following all meetings, and emails confirming discussions will be distributed following any verbal communications. The Proponent may confirm the locations and depths of utilities to support their design and reduce risks during construction by hydro excavation at locations approved by the Project Manager; the costs will be covered by the allowance identified in B8.5.1;
- (t) Develop a construction traffic management plan and construction staging drawings, considering vehicles, trucks, Winnipeg Transit operations, pedestrians, cyclists, emergency vehicles, and access management to provide an acceptable level of service during construction;
- (u) Develop a construction schedule that demonstrates what activities are expected to occur when;
- (v) Develop a construction signage plan that exceeds current practice requirements that will assist the public in locating affected businesses during construction;
- (w) Coordinate with Manitoba Hydro and the City's Street Lighting Branch to develop enhanced street lighting plans on Garry Street. The Proponent will coordinate the alignment of pedestrian scale lighting with affected underground utilities and the Streets Maintenance Branch. The City will provide details of the pedestrian scale lighting poles and tops to the successful Proponent who will be required to:
- (i) design bases that minimize conflicts with underground utilities; and
 - (ii) design the electrical components including Customer Service Points.
- (x) Develop streetscaping plans;
- (y) Coordinate meetings with the Project Manager and the City's Technical Steering Committee at key times prior to finalization of the design;
- (z) Provide Project details and regular Project updates to the Accela right-of-way coordination system;
- (aa) Obtain cost estimates from all stakeholders and prepare a Class 3 (expected accuracy between +30 and -20 percent) Project cost estimate. The estimate will be used to make adjustments to the Project Budget in 2018 and 2019 if required; and
- (bb) Include any and all associated ancillary services required to successfully complete the preliminary design to the satisfaction of the City of Winnipeg.

D6.5 Bollards at the Winnipeg Police Service Headquarters should be based on the following:

Rating Table Based on 15,000 lb Truck Colliding with a Bollard					
Bollard Model	Vehicle Speed	Distance of Penetration	Probability	Impact	Score
K12	80 kph	3 feet	Rare 0% - 25%	<i>Minimal / Minor</i> No serious impact to operations or safety of personnel	1
K8	65 kph	3 – 20 feet	Highly Likely 51% - 75%	<i>Moderate – Severe</i> Possible threat to life and major building operations	2-3
K4	48 kph	20 – 50 feet	Almost Certain 76% - 100%	<i>Severe</i> Threat to life and major building implications	4

- (a) The rating table suggests that bollards with a K12 (or M30) rating (or better) be placed a minimum of three (3) feet from the exterior glass wall;
- (b) A wider shallow mount system will be considered where there are conflicts with underground utilities;
- (c) Spacing between the bollards should be a minimum of four feet in all locations;
- (d) Removable bollards will be required adjacent the museum entrance at the northwest corner of the building; and
- (e) Functional drawings of the proposed bollards.

D7. DETAILED DESIGN

D7.1 Detailed Design Services are described in Appendix A – Definition of Professional Consultant Services – Engineering.

D7.2 Designs submitted for review must:

- (a) Be sealed by a Professional Engineer, registered in the Province of Manitoba;
- (b) Include a final copy of the pavement design brief for all reconstructed pavements;
- (c) Include the pavement cross section (where applicable);
- (d) Include the dimensioned jointing design (where applicable);
- (e) Include the proposed sidewalk jointing design;
- (f) Include separate overall horizontal geometry layout drawings;
- (g) Include Department drawing numbers before the works are advertised. Drawing numbers can be requested from Mr. Martin Perreault at (204) 986-4113;
- (h) Conform to the *Manual for the Production of Construction Drawings for the City of Winnipeg*, Works and Operations Division (November 1984);
- (i) Include construction staging drawings/figures;
- (j) Include all relevant plan and profile information;
- (k) Include landscaping and streetscaping, detailed on separate drawings;
- (l) Include miscellaneous details as required to better present the scope of the work to the Contractor;

- (m) Allow six (6) weeks for circulation to Underground Structures
- (n) Ensure that separate copies are sent to affected utilities, with specific requests made for further estimates where required.

D7.3 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*.

D7.4 Detailed Design Services shall include but not be limited to:

- (a) Ongoing Project reporting and support to the City's Project Manager for Project reporting in accordance with the City of Winnipeg's Project Management Manual and templates;
- (b) Ongoing comprehensive management of the Project;
- (c) Ongoing coordination of meetings with the City's Project Manager and Technical Steering Committee;
- (d) Ongoing Project details and updates to the Accela right-of-way coordination system;
- (e) Ongoing consultation and coordination with all affected utilities;
- (f) Planning the construction contract activities and determining whether multiple construction contracts are warranted;
- (g) Provide design information as required to a third party who will be engaged by the City to complete a Safety, Design and Operations Audit, and prepare a response report to the audit;
- (h) Allow sufficient time for review by the City's Project Manager and additional personnel;
- (i) Preparation of estimated capital costs and cash flow forecasts;
- (j) Monitor and update the Project Risk Management Plan; and
- (k) Any and all associated ancillary services required to successfully complete the Detailed Design to the satisfaction of the City of Winnipeg.

D8. CONTRACT ADMINISTRATION

D8.1 Contract Administration Services are described in Appendix A – Definition of Professional Consultant Services – Engineering.

D8.2 Contract Administration Services shall be conducted in accordance with the City of Winnipeg's Project Management Manual Appendix E – Contract Administration Procedure.

D8.3 The Successful Proponent will be responsible for:

- (a) Ongoing Project reporting and support to the City's Project Manager for Project reporting in accordance with the City of Winnipeg's Project Management Manual and templates;
- (b) Ongoing comprehensive management of the Project;
- (c) Ongoing Project details and updates to the Accela right-of-way coordination system;
- (d) Ongoing consultation and coordination with all affected utilities;
- (e) Allow sufficient time for review by the City's Project Manager and additional personnel;
- (f) Preparation of estimated cash flow forecasts;
- (g) Monitor and update the Project Risk Management Plan; and
- (h) Any and all associated ancillary services required to successfully complete the Detailed Design to the satisfaction of the City of Winnipeg.

D8.4 NON-RESIDENT Contract Administration Services shall include but not be 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 submittal 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 Project Management Manual; and
- (d) Provision to the City of a complete current report on the project status on a monthly basis advising of progress, schedule, project costs, Change in Service, and Changes in Work.

D8.5 RESIDENT Contract Administration Services shall include but not be limited to:

- (a) Co-ordination of day-to-day site activities;
- (b) Ensuring construction contractor conformance to the City of Winnipeg's *Manual of Temporary Traffic Control on City Streets*;
- (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) Provision of periodic and timely updates to the Project Manager on progress and/or expenditures, through:
 - (i) Regular Site meetings with formal minutes as described in the City of Winnipeg's Project Management Manual;
 - (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) Coordinate traffic management and construction work;
- (i) On-going updates to the lane-closure information line as required; and
- (j) Supervision of Subconsultants.

D9. POST CONSTRUCTION SERVICES

D9.1 Post Construction Services are described in Appendix A – Definition of Professional Consultant Services – Engineering

D9.2 Post Construction Services shall include but not be limited to:

- (a) Preparation of one of each of the following for each construction contract administered under the Project:
 - (i) Certificate of Substantial Performance;
 - (ii) Certificate of Total Performance;
 - (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 latest construction contract, including:
 - (i) Summary report – a description of:
 - ◆ Services accomplished, including initial and final scope of Project;
 - ◆ Final pavement design for new pavements;
 - ◆ Amount of concrete repairs, by percentage for pavement rehabilitations;

- ◆ Average thickness of asphalt placement for pavement rehabilitations;
 - ◆ Issues encountered and resolutions achieved;
 - ◆ Any outstanding services or issue-resolutions required;
 - ◆ Final or projected final contract cost;
 - ◆ Daily field reports (as an appendix);
 - ◆ Field test reports (as an appendix);
- (ii) Photographs – good quality digital photos using descriptive file names (including year), provided on CD or DVD (notwithstanding pre-construction Site and property condition assessment photos, as per Appendix A – Definition of Professional Consultant Services – Engineering)
- ◆ Typical pre-construction photos
 - ◆ Typical post-construction photos
 - ◆ Typical construction operation photos (e.g. concrete pours, paving operations, etc)
- (e) Provision of record drawings in accordance with the Public Works As-Built Drawing Requirements identified in F1 within three months of Substantial performance of the construction contract, unless waived or amended in writing by the Project Manager.
- D9.3 The Successful Proponent will be responsible for project reporting and support to the City's Project Manager for project reporting in accordance with the City of Winnipeg's Project Management Manual and templates.
- D10. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**
- D10.1 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.
- D10.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D10.3 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.
- D10.4 A Consultant who violates any provision of D10 may be determined to be in breach of Contract.

SUBMISSIONS

D11. AUTHORITY TO CARRY ON BUSINESS

- D11.1 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.

D12. INSURANCE

- D12.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D12.2 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.
- D12.2.1 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.
- D12.3 The policies required in D12.2(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.
- D12.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D12.2(a) and D12.2(c).
- D12.5 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 D12.8.
- D12.6 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.
- D12.7 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.
- D12.8 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

D13. COMMENCEMENT

- D13.1 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.
- D13.2 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 D11;
 - (ii) evidence of the insurance specified in D12;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D13.3 The City intends to award this Contract by March 3, 2017.

D14. CRITICAL STAGES

- D14.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Produce the Class 3 Project cost estimate by September 1, 2017; and
 - (b) Substantial Performance of Construction Contracts by the end of 2019.
- D14.2 Further to C1.1(tt), Total Performance of this Contract will be after the issuance of the Certificate(s) of Acceptance for the construction contract(s) which is typically:
- (a) Two (2) years from the Total Performance date of reconstruction and new construction projects; and
 - (b) One (1) year from the Total Performance date for all other street renewals.

D15. INVOICES

- D15.1 Further to C10, the Consultant shall submit monthly invoices to the Project Manager.
- D15.2 Invoices must clearly indicate:
- (a) the City's purchase order number;
 - (b) project file number;
 - (c) a breakdown by location 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;
 - (iv) Post Construction Service Fees including hours and hourly rates for Services provided in the invoice period;
 - (v) Other Project costs and Subconsultant Fees in accordance with B8.5.1 shall be shown separately on monthly reports 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.
- D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D15.4 Invoices must be submitted to the City of Winnipeg Public Works Department Finance and Administration Division at 102-1155 Pacific Av.

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
- E1.2 The following is a link to information for obtaining the Criminal Record Search certificate from the City of Winnipeg Police Service. http://winnipeg.ca/police/pr/info_request.stm
- E1.2.1 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.
- E1.3 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.
- E1.4 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.
- E1.5 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.
- E1.6 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

F1.1 Initial submission of AS-BUILT drawings must be received no later than three months after Substantial Performance.

F1.1.1 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).

F1.2 Drawings shall:

- (a) Conform to the *Manual for the Production of Construction Drawings for the City of Winnipeg*, Works and Operations Division (November 1984 – See Appendix B - References);
- (b) Be in the AutoCAD format and indicate the version used;
- (c) Be AS-BUILT with dimensions corrected in both TEXT and GRAPHICS;
- (d) Show pavement dimensions to the “back of curb” (edge of pavement);
- (e) Be produced in the NAD 83, UTM, ZONE 14, (Global co-ordinate system); aerial/assessment data is available at <https://data.winnipeg.ca/>
- (f) Indicate whether a scale factor was used, and if used the scale factor will be provided;
- (g) Show all bore holes and their UTM coordinates; and
- (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

F1.3 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.

F1.4 As-built hard copy must be on Mylar paper and must have a signed Engineer’s seal.

F1.5 Original signed Mylar copy and the two (2) CD’s shall be sent by mail or courier to:

Permits & Plan Approval – GIS Support Services
City of Winnipeg
Public Works Department
106-1155 Pacific Avenue
Winnipeg, MB R3E 3P1

In addition:

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

Layer Names:

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

F2. GEOTECHNICAL INVESTIGATION REQUIREMENTS FOR PUBLIC WORKS PROJECTS

F2.1 Fieldwork

- (a) Clear all underground services at each test-hole location.
- (b) Test-holes are required every 100 metres with a minimum of three (3) test holes per location. 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.

F2.2 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 are required. Confirm requirements with the City's Project Manager.
- (f) For any uncertain situations and/or locations, or clarification of these requirements, contact the Project Manager.

F3. GUIDELINE FOR MILL AND FILL PAVEMENT REHABILITATION METHOD

F3.1 The Mill and Fill Pavement Rehabilitation Method Guidelines are not intended to replace sound engineering judgement.

F3.2 Purpose of Treatment

- (a) The Mill and Fill treatment is a preventative method to extend pavement life, improve ride and drainage and correct rutting.
- (b) Applicable to existing concrete streets with asphalt overlay in fair condition.

F3.3 Scope of Mill and Fill work includes planing, curb, sidewalk and pavement repairs, adjustments and placement of asphalt overlay in the least possible time and inconvenience to the public.

F3.4 Selection Criteria

- (a) Pavement condition may include the following:
 - (i) General Condition – Fair as defined by the Pavement Management Models (PMM);
 - (ii) Slight to moderate cracking;
 - (iii) Fair pavement joints as defined by PMM;
 - (iv) Fair to good drainage;
 - (v) Rutting greater than 15mm; and / or
 - (vi) Defined by Public Works asset management system and confirmed by Site inspection.

F3.5 Engineering and Planning Summary

- (a) Underground works
 - (i) Coordinate the review of sewer and water with Water and Waste to identify problems that must be corrected and to coordinate underground rehabilitation projects if required;
 - (ii) Inspection and general review of condition of existing catchbasins, manholes and any other structures in the pavement that may affect the mill and fill design life;
 - (iii) CCTV inspection of all CB leads to be reused;
 - (iv) CCTV inspection of sewers not required;
 - (v) Coordinate the operation and checking of mainline water valves by Water and Waste.
- (b) Advise on pavement coring requirements subject to the City's Project Manager's approval.
- (c) Design life
 - (i) 8 to 10 Years

F3.6 Construction Method Summary

- (a) Joint and slab repairs
 - (i) Type A repairs for catchbasins and manholes where adjustments are required;
 - (ii) Final Concrete Restoration of any Temporary Utility Cuts;
 - (iii) Localized joint and slab replacement (areas to be repaired must be unstable and have extensive cracking). Total replacement area less than 15% of total pavement area.
- (b) Joint sealing
 - (i) Not required prior to placement of asphalt overlay;
 - (ii) Include Reflective Crack Sealing during Warranty Period.
- (c) Planing
 - (i) Plane existing asphalt overlay 40mm to 60mm;
 - (ii) Plane headers at tie-ins to existing asphalt overlays;

- (iii) Planing should be followed immediately with asphalt paving where possible. Normally traffic not to travel on the milled surface;
 - (iv) Planed pavement (normally intersections or other situations approved by the City's Project Manager) should not be open to traffic for extended periods (2 days without concrete repairs and 5 days with concrete repairs).
- (d) Adjustments
- (i) Design should accommodate existing appurtenances to minimize adjustments;
 - (ii) For existing curb and gutter inlets, only adjust if required to match design asphalt overlay elevation;
 - (iii) Existing curb inlets with inlet boxes and existing gutter inlets shall be replaced with curb and gutter inlets where possible;
 - (iv) Adjust manholes and catch basins to match proposed grade and cross-fall
 - (v) Design asphalt overlay to match Hydro and MTS manholes where possible;
 - (vi) For manholes or catchbasins that require adjustment, remove and replace pavement and set 50mm below design asphalt overlay elevation;
 - (vii) Replace damaged covers and lifter rings;
 - (viii) Install lifter rings on manholes and catchbasins to accommodate design asphalt overlay elevation, use existing rings where possible;
 - (ix) Adjust or install Water Valve Extensions to accommodate design asphalt overlay elevation; use existing where possible.
- (e) Curbs and sidewalk renewal
- (i) Finished curb height
 - ◆ Preferred – 100mm
 - ◆ Minimum – 75mm
 - (ii) Install Detectable Warning Surface Tiles;
- (f) Approaches
- (i) Place asphalt overlay as required to match design asphalt overlay elevation.
- (g) Boulevard restoration
- (i) All boulevard restoration must be completed prior to placement of asphalt overlay.
- (h) Placement of asphalt overlay
- (i) Preferably place in one lift, 50mm thickness (± 5 mm);
 - (ii) Scratch coat to be placed in localized areas to correct poor drainage. Where final curb height allows, place up to 75mm, in two lifts, with final lift being 50mm;
 - (iii) In general, match previous design;
 - (iv) New curb must be in place for a minimum of 1 day prior to placement of asphalt overlay;
 - (v) Longitudinal grade:
 - ◆ Minimum – 0.3%
 - ◆ Preferred – 0.4 to 0.5%
 - (vi) Pavement cross fall:
 - ◆ Minimum – 1.5%
 - ◆ Preferred – 2.0%

F4. SEWER TELEVISION GUIDELINES

- F4.1 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.
- F4.2 The criteria provided are general guidelines and are not intended to replace sound municipal engineering judgement specific to the Project.
- F4.3 The available sewer televising information is contained within the City of Winnipeg's Sewer Management System (SMS) application.
- F4.4 Confirm televising requirements with City Project Manager.
- F4.5 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) Televising sewers and manholes if no previous CCTV inspections have been completed;
 - (d) Re-televising sewers 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) Televising 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) Televising sewers if the street exhibits obvious distress at/along the underground plant;
 - (h) Televising 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 sections unless the street exhibits obvious distress at/along the underground plant
- F4.6 For any uncertain situations and/or locations, contact the Project Manager.
- F4.7 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.
- F4.8 Provide post repair manhole to manhole inspection (CW 2145) to the Water and Waste Department.

F5. TREE REMOVAL GUIDELINES

- F5.1 These guidelines are applicable to situations where trees in fair to good condition on public boulevards, parks, or natural areas are requested to be removed. The following are some examples:
- (a) Movie sets;
 - (b) Private and commercial approaches;
 - (c) Planned construction, street work, and water and waste projects.
- F5.2 (0 – 10cm) Trees can be replaced at approximately the same size. Customer is responsible for removal utilizing an approved contractor and is to forward the replacement cost (currently \$740 / tree) to the Urban Forestry Branch.
- F5.3 (10 – 30cm) Trees are not easily replaced and are valued according to Council of Tree and Landscape Appraisal Formula.
- F5.4 (30cm +) The Urban Forestry Branch's position is to deny removal and further consultation with the City of Winnipeg Forester is required.
- F5.5 Funding received by The Urban Forestry Branch will be invested back in the form of tree planting within the Ward to maintain the canopy of the urban forest.
- F5.6 Additional Guidelines:
- (a) There shall be no appraised value applicable for trees that are dead or are in decline.
 - (b) Trees that are part of emergency water and waste projects shall be priced for removal and replacement cost.
 - (c) For new easements Manitoba Hydro shall consult with the City of Winnipeg Urban Forestry Branch prior to any proposed tree removal. During the consultation, all attempts shall be made to minimize tree removal. Trees that are removed shall be compensated at a value of 1 new tree per 10 cm of dbh (diameter at breast height; ie. 40 cm dbh tree = 4 replacement trees @ \$740 / tree = \$2960). If Manitoba Hydro fails to consult with the Urban Forestry Branch in these matters, then the Council of Tree & Landscape Appraisers, Guide for Plant Appraisal (current edition), shall be used to determine the value of trees.
 - (d) Natural stand trees are valued 1:1 ratio for those greater than 5cm dbh. One additional replacement tree will be required for every additional 7.5 cm of dbh (ie. 12.5cm dbh = 2 replacement trees @ \$740 / tree = \$1480). The ISA Species rating will be taken into consideration once a total appraised value has been determined.