



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 180-2017

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
TACHE PROMENADE**

Proposals shall be submitted to:

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

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

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

PART B - BIDDING PROCEDURES

| | |
|--|---|
| B1. Contract Title | 1 |
| B2. Submission Deadline | 1 |
| B3. Enquiries | 1 |
| B4. Confidentiality | 1 |
| B5. Addenda | 2 |
| B6. Proposal Submission | 2 |
| B7. Proposal (Section A) | 3 |
| B8. Fees (Section B) | 4 |
| B9. Experience of Proponent and Subconsultants (Section C) | 4 |
| B10. Experience of Key Personnel Assigned to the Project (Section D) | 4 |
| B11. Project Understanding and Methodology (Section E) | 5 |
| B12. Project Schedule (Section F) | 5 |
| B13. Quality Control/Quality Assurance (Section G) | 5 |
| B14. Disclosure | 6 |
| B15. Qualification | 6 |
| B16. Opening of Proposals and Release of Information | 7 |
| B17. Irrevocable Offer | 7 |
| B18. Withdrawal of Offers | 7 |
| B19. Interviews | 8 |
| B20. Negotiations | 8 |
| B21. Evaluation of Proposals | 8 |
| B22. Award of Contract | 9 |

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

| | |
|--|---|
| D1. General Conditions | 1 |
| D2. Project Manager | 1 |
| D3. Background | 1 |
| D4. Scope of Services | 2 |
| D5. Functional Design Confirmation | 3 |
| D6. Detailed Design | 3 |
| D7. Contract Administration | 7 |
| D8. Post-Construction Services | 7 |
| D9. Ownership of Information, Confidentiality and Non Disclosure | 8 |

Submissions

| | |
|-------------------------------------|---|
| D10. Authority to Carry on Business | 9 |
| D11. Insurance | 9 |

Schedule of Services

| | |
|----------------------|----|
| D12. Commencement | 10 |
| D13. Critical Stages | 10 |

PART E - SPECIFICATIONS

| | |
|--|---|
| E1. Condition Assessment & CCTV Guidelines | 1 |
|--|---|

- Appendix A – Definition of Professional Consultant Services - Engineering**
- Appendix B – Sample Table – Estimated Fees Expenses and Level of Effort**
- Appendix C – Riverbank Condition Assessment and Functional Design Report**
- Appendix D – Geotechnical Condition Assessment September 1, 2016**
- Appendix E – RW754 1983 Works**
- Appendix F – RW754 1999 Works**
- Appendix G – Tache Promenade Conceptual Plan**
- Appendix H – Tache Dock Drawings**

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR TACHE PROMENADE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 3, 2017.

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) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
 - (d) Project Schedule (Section F) in accordance with B12.
 - (e) Quality Control/Quality Assurance (Section G) in accordance with B13.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B6.1 and B6.2. The submission should be 8.5" x 11" except for drawings, tables, charts, and schedule may be fold out 11" high by 17" wide if necessary.
- B6.6 The Proposal should be presented in the Sections identified above in B6.1 and B6.2. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team. The proposal shall be limited to 30 pages exclusive of required forms, tables, charts schedules and reference information included in appendices. Failure to adhere to the page limitation may render the proposal non responsive.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(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 Fixed Fee for the Function Design Confirmation and Detailed Design phases identified in D4 Scope of Services.
- B8.1 The Proposal shall include a Time Based Fee schedule calculated on a time basis for Contract Administration and Post Construction Services identified in D4 Scope of Services.
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 Notwithstanding C1.1(b), the Fees shall include the costs for geotechnical and environmental drilling, sampling and materials testing (not including materials testing during construction), provision of access, and any related on-site supervision of these activities.
- B8.5 Notwithstanding C1.1(b), the Fee Proposal shall not include the disbursement costs for sewer televising, hydro-excavation, materials testing during construction, as well as public engagement expenses for advertising, mailings, and the public information session venue. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs. An allowance of up to 5% may be made for handling charges.
- B8.6 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include details demonstrating the history and experience of the Proponent and Subconsultants in relevant professional consultant services as required in B15.3(f) and D4 and as defined in Appendix A for up to three projects of similar scope and complexity and/or similar size and complexity. For each project the Proponent should submit a description of the project, the role of the Proponent and/or Subconsultants, project value, year completed, Project Owner and reference information (one current name and telephone number per project).
- B9.2 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

- B10.1 Describe your approach to overall team formation and coordination of team members. Include an organizational chart for the Project.
- B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, consultant's Project Manager, managers of the key disciplines and lead designers. Include educational background and degrees, professional designations, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1. For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the description of the project, role of the person, project owner and reference

information (one current name with telephone number per project). The experience of the Public Engagement Lead shall 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.

B10.3 Further to B10.2, the level of effort of Key Personnel presented in the Table required in B11.4 will be considered in evaluating the experience and qualifications.

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project. Describe your team's understanding and approach to collaboration with a multitude of City personnel from various Departments, service areas, and backgrounds.

B11.2 Proposals should address the team's understanding of the broad functional and technical requirements, urban design issues, environmental issues, regulatory constraints and requirements, and any other issue that conveys your team's understanding of the Project requirements.

B11.3 The technical approach methodology should be presented in accordance with the Scope of Services identified in D4. It should identify any innovation used to perform the Scope of Services, any activities or services to be provided by the City and any assumptions made. The deliverables of the Project shall also be clearly identified.

B11.4 Further to B11.2 and B11.2 B10.3a table, similar to the "Estimated Fees, Expenses and Level of Effort" table attached hereto as Appendix B, shall be included that details an outline of the work program for all relevant tasks/phases of the assignment including the hourly rate and the estimated time for each individual and each task. The table shall also include the cost of all disbursements and any associated mark-ups. Subtotals shall be provided summarizing the costs for each individual and each task.

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. The schedule shall include a minimum of

- (a) two (2) weeks for the City to review the draft progress report
- (b) one (1) weeks for the City to review 50% and 90% bid-opportunity documents
- (c) three (3) weeks for the City to review underground structures submissions.
- (d) six (6) weeks for review of draft public information session materials

B13. QUALITY CONTROL/QUALITY ASSURANCE (SECTION G)

B13.1 Proponents shall describe the methods of control to monitor and complete the assignment within budget and on time including the submission of monthly status reports and projections with all invoices.

B13.2 Proponents shall describe the methods for effective lines of communication with the City and other stakeholders.

B13.3 Proponents shall describe the methods of quality control for preliminary and final submissions to the City and other stakeholders. As a minimum all work shall be checked by the Proponent's Project Manager or a senior team lead prior to submission to the City or other stakeholders.

B14. DISCLOSURE

B14.1 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.

B14.2 The Persons are:

- (a) KGS Group

B14.3 Additional Material:

- (a) St. Boniface Rivertrail Tree Top Lookout and Sidewalk Expansion Functional Design Report dated January 26, 2016.

B15. QUALIFICATION

B15.1 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.
- (e) 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 "Practising Entity" category.

B15.2 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>

B15.3 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) further to B9.1 and (a) above, demonstrate experience in riverbank stability analysis and stabilization, design of earth retaining structures, structural design, transportation engineering, design of pedestrian and cycling facilities, land drainage, landscape architecture, public engagement, and project management.

B15.4 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.

B15.5 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.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 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/>

B16.1 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B16.2 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.

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B17.2 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.

B18. WITHDRAWAL OF OFFERS

B18.1 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.

B18.1.1 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.

B18.1.2 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.

B18.1.3 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 B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 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.

B19. INTERVIEWS

B19.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

B20.1 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.

B20.2 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.

B20.3 If, in the course of negotiations pursuant to B20.2 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.

B21. EVALUATION OF PROPOSALS

B21.1 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 B15: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultant; (Section C) 15%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 20%
- (g) Project Schedule. (Section F) 4%
- (h) Quality Control (Section G) 1%

B21.2 Further to B21.1(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.

- B21.3 Further to B21.1(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.
- B21.4 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.5 Further to B21.1(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.
- B21.6 Further to B21.1(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.
- B21.7 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B21.8 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B21.9 Further to B21.1(h), Quality Control will be evaluated considering the Proponent's ability to perform quality control and quality assurance measures for the Work.
- B21.10 Notwithstanding B21.1(d) to B21.1(h), where Proponents fail to provide a response to B6.2(a) to B6.2(e), the score of zero may be assigned to the incomplete part of the response.
- B21.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 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.
- B22.2.1 Without limiting the generality of B22.2, 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.
- B22.3 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.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 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.

- B22.5.1 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.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B22.7 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.
- B22.8 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:

Cameron Ward, P.Eng

Telephone No. 204 986-3508

Email Address: cward@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 Background information is contained in the following appended information

- (a) Appendix C: Riverbank Condition Assessment and Functional Design Report.
- (b) Appendix D: Geotechnical Condition Assessment September 1, 2016
- (c) Appendix E: RW754 1983 Works
- (d) Appendix F: RW754 1999 Works
- (e) Appendix G: Tache Promenade Conceptual Plan
- (f) Appendix H: Tache Dock Drawings

D3.2 In 2014, the document *Go To the Waterfront* was produced, representing Winnipeg's 20 year downtown waterfront vision. The document identified a long term vision for several waterfront areas of the City, including Saint Boniface and The Forks. The document is available at <http://clkapps.winnipeg.ca/dmis/viewdoc.asp?docid=13138> under "Addendum Reports" item 4 Appendix A.

D3.3 The primary objectives of the project are as follows:

- (a) Stability improvements and erosion protection of the riverbank
- (b) Widening of the existing sidewalk between the Tache Docks and Despins Street, and the addition of a tree top lookout feature.
- (c) Addition of an upper bank multi-use path between the Esplanade Riel and the Tache Docks

D3.4 With reference to Tache Promenade Conceptual Master Plan provided in Appendix G, the following features are not within the scope of the current project:

- (a) Plaza deck, seating and sculpture in vicinity of proposed future Community Spirit Gateway in the north end of the project limits.
- (b) Tache Dock works including dock refurbishment, canopy structure, sculpture, and dock lighting.

- D3.5 The limits of the project include Tache Avenue and associated riverbank approximately between Provencher Avenue and Despins Street. Various riverbank stability, erosion protection, and sidewalk works have been constructed along this section of the riverbank over the years. For reference, sections of the riverbank are divided in to Reaches. Information related to description and previous work on each Reach is available in the appended information.
- (a) Reach 1 was improved with stabilization works and protected with riprap as part of the Provencher Bridge and Esplanade Riel construction project in 2001. Reach 1 is assumed to be stable and does not require stability analysis or supplementary erosion protection.
 - (b) Reach 2 has not been previously stabilized and requires stability analysis and design for possible stability improvements and erosion control measures.
 - (c) Reach 3 was improved with stabilization works and protected with riprap in 1999. Note presence of Cathedral Avenue outfall.
 - (d) Reach 4 consists of the Tache Dock structure. No riverbank stabilization in the vicinity the Tache Dock structure is considered to be required at this time. Supplemental erosion control may be required in the vicinity of Reach 4.
 - (e) Reach 5 has not been previously stabilized and requires stability analysis and design for possible stabilization and erosion control.
 - (f) Reach 6 was improved by stabilization works circa 1999 (refer to Appendix F) and protected with riprap circa 1970's. However, subject to the stability analysis additional stability improvements may be required to support the design of the tree-top lookout and sidewalk expansion.
 - (g) Reach 7 was improved with stabilization works and protected with riprap in 1999. Note the presence of Despins Flood Pumping Station and Outfall.
- D3.6 Proponents may contact the Project Manager to request additional information related to previous works.
- D3.7 The site of the proposed St. Boniface Rivertrail (also referred to as the Tache Promenade) extends approximately 500 m along an outside bend on the east bank of the Red River between Esplanade Riel and Despins Street. In this location, Tache Avenue extends along the top of bank and also acts as a City of Winnipeg Primary Dike.
- D3.8 An upper bank multi-use path is desired along Reach 2 and Reach 3, serving to connect the existing Esplanade Riel plaza ramp area with the Tache Dock access ramps. Minor modifications to the Esplanade Riel plaza and Tache Dock ramp structures may be required to accommodate connection of proposed sidewalks and paths.
- D3.9 New or supplemental stabilization and erosion protection works may be required along the various reaches of the riverbank where necessary to protect the proposed works.
- D3.10 Appendix C includes a functional design report for the following items between Tache Dock to roughly Despins Street (roughly Reaches 5, 6 and 7).
- (a) Riverbank stabilization works (new and supplementary)
 - (b) New sheet pile retaining wall and sidewalk (promenade) expansion to 4.0 m wide
 - (c) Tree top lookout structure

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of Detailed Design, Contract Administration and Post Construction Services in accordance with the following:
- (a) Functional Design Confirmation
 - (b) Detailed Design
 - (c) Contract Administration
 - (d) Post Construction Services.

D4.2 The following shall apply to the Services:

(a) Universal Design Policy

<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=3604>

D5. FUNCTIONAL DESIGN CONFIRMATION

D5.1 Confirm the functional design findings provided in Appendix C sufficient for advancing the functional design to the detailed design and construction phases. Carry out all investigations, data collection, analysis and design work as required to confirm functional design findings. Confirm with the City of Winnipeg prior to proceeding with Detailed Design.

(a) For convenience, the City will provide the successful proponent with a CAD file of the base plans of the function design drawings. The CAD file will contain survey point data obtained during functional design. The consultant shall bear all responsibility for the confirmation of all data and information contained in the base plans provided.

D6. DETAILED DESIGN

D6.1 Detailed Design Services are defined in Appendix A.

D6.2 Data Collection

(a) Review existing record drawings, reports, and other information that will be provided by the City to establish relevant information. This information will be provided during the RFP period upon written request to the Project Manager.

(b) Carry out detailed on-site topographic surveys, inspections and site information gathering. Topographic surveys shall include bathymetric surveys if necessary for hydraulic and geotechnical analysis.

D6.3 Utility Assessments

(a) Identify any and all underground and above ground utility infrastructure that may be impacted by the work. Coordinate with utility agencies throughout the project for any protection, modification or relocation that may be required.

(b) Secure utility locates for any subsurface work.

(c) Determine the extent of sewer CCTV inspections required and undertake condition assessments and CCTV inspections in accordance with E1. Fees associated with undertaking the televising shall not be included in the Proposal Submission; however the Proposal Submission shall include an estimate of the costs associated with the work.

(d) Conduct hydro-excavation of conflict-critical utilities. Fees associated with undertaking the hydro-excavation shall not be included in the Proposal Submission; however the Proposal Submission shall include an estimate of the costs associated with the work.

(e) Conduct loading assessments of buried pipe (e.g. outfalls) if required for work or construction equipment access.

D6.4 Regulatory

(a) Determine regulatory approval requirements including those with City of Winnipeg Water and Waste – Land Drainage and Flood Protection, City of Winnipeg Waterways, Provincial Waterways, Manitoba Water Stewardship, Manitoba Sustainable Development, Designated Floodway Fringe Area Regulations, Department of Fisheries and Oceans (DFO), Transport Canada and requirements for any other regulatory requirements or approvals that may be necessary.

(b) Prepare and submit any required regulatory submissions in a timely fashion considering required timelines for review and approval.

(c) Conduct a DFO Self Assessment. Proponents shall assume that the project will require that a Request for Review be submitted to DFO.

- (d) Conduct any and all aquatic habitat assessments or other investigatory work to support any required regulatory submissions.
- (e) Permit fees for regulatory approvals shall not be included in the Proposal Submission however the Proposal Submission shall include an estimate of the costs associated with the work.

D6.5 Hydraulics

- (a) Conduct hydraulic analysis and design as required to confirm the assumed water levels and erosion protection concept presented in the Appendix C for the proposed work.
- (b) Confirm the proposed erosion and scour mitigation strategies required for the site. Design erosion protection sufficient to maintain bank geometry suitable for slope stability requirements. Design erosion protection for areas not covered by the function design.
- (c) Prepare probabilistic water levels for winter, spring runoff, and summer conditions. Conduct a constructability and risk analysis related to works sensitive to water levels.
- (d) Consult with the City of Winnipeg Waterways as well as the Water & Waste Department to confirm acceptability.

D6.6 Geotechnical Investigation and Design

- (a) Assess the results of the existing slope monitoring data and associated reports. Conduct geotechnical investigations as required to supplement existing geotechnical information and analyses. The Proposal shall include the methodology and justification for the proposed geotechnical investigation program. The proposed geotechnical investigation shall be sufficient to conduct detailed design. Fees associated with geotechnical drilling, sampling, instrumentation, materials testing and monitoring shall be included in the Fee Proposal. The Consultant is responsible for provision of access for any geotechnical investigation work.
- (b) Conduct geotechnical analysis and design to confirm the findings and functional design presented in Appendix C. Conduct stability analyses to identify reaches of the riverbank requiring new or supplementary stabilization considering the proposed works and existing infrastructure. Analysis shall be conducted on several cross sections representative of the range of topographic and subsurface conditions. The analysis shall take into account the available monitoring data and observed conditions, and consider multiple shallow and deep seated failure surfaces.
- (c) Confirm the geotechnical parameters for deep foundations, retaining structures, and any other elements required for advancing the project to detailed design and construction.
- (d) The Consultant will also be responsible for developing a functional construction access platform design and access ramps for inclusion in the bid-opportunity documents. Conduct stability analysis of these temporary riverbank conditions as developed by the Consultant and on any alterations proposed in a submission by the successful Contractor.

D6.7 Transportation Design Requirements

- (a) Tache Avenue is expected to remain unchanged in both profile and alignment following construction. Modifications of some areas of roadway pavement, land drainage, curbs and sidewalks may be required to facilitate the proposed works. Although not indicated in Appendix C, the west (southbound) curb and some portion of Tache Avenue pavement between Cathedral Avenue and Despins Street may require partial reconstruction to suit the proposed works.
- (b) Develop a construction access and traffic management plan. Consider traffic and pedestrian control requirements during construction and if partial or full closure of Tache Avenue may be required. Review with City of Winnipeg Traffic Management. Pedestrians are expected to utilize the east side sidewalk during construction.
- (c) A pedestrian corridor is planned for crossing Tache Avenue at Cathedral Avenue (south side of intersection). Review with City of Winnipeg Transportation Division pertaining to

compatibility of the proposed corridor with the proposed works. Installation is expected to occur in the summer of 2017.

- (d) Confirm proposed pathway and promenade facility widths and features with City of Winnipeg Transportation Division.
- (e) Consider impacts to street lighting. Liaise and coordinate with Manitoba Hydro as may be required for relocation or adjustment of street lights.
- (f) Manitoba Hydro will be responsible for design of pathway and roadway illumination and electrical distribution. Ornamental lighting is expected to be required. The consultant shall coordinate all design and construction of all work with Manitoba Hydro throughout the project.
- (g) Pathways, ramps and other features shall be designed in accordance with the City of Winnipeg Accessibility Design Standard (latest edition).
- (h) The Despins Flood Pumping Station is in close proximity to Tache Avenue. Assess and where possible mitigate potential roadside safety issues.

D6.8 Structural Design

- (a) Design of all structures shall be in accordance with the Canadian Highway Bridge Design Code, CAN/CSA-S6-14. Review all design parameters with the City of Winnipeg Engineering Division (Bridge Branch). Submit a design brief prior to carrying out structural design work.
- (b) Tree top lookout supports shall consider forces due to hydraulic and ice conditions on the river.
- (c) Identify opportunities for optimizing the tree top lookout structure arrangement (spans, number of foundations, etc.) prior to proceeding with detailed design.
- (d) The functional design presented in Appendix C proposed timber decking for the tree top lookout. This choice will require review for compatibility with maintenance (i.e. snow clearing) and accessibility requirements. Concrete decking may be required.
- (e) Design of handrails and other miscellaneous elements may require detailing for accommodation of decorative lighting, electrical distribution, interpretive signage and/or wayfinding.

D6.9 Landscaping

- (a) Consult with City of Winnipeg Public Works - Parks and Open Spaces regarding the alignment of the tree top lookout, particularly to assess the impact on existing riverbank trees.
- (b) Prepare detailed design for landscaping in the area.
- (c) Review naturalization of the riverbank areas with the City of Winnipeg Naturalist Services.
- (d) Design of benches, planters, and other miscellaneous features.

D6.10 Public Art

- (a) The incorporation of public art on this project is expected. Work with the Winnipeg Arts Council and other stakeholders to facilitate incorporation of public art. For detailed design, assume incorporation of a single "Guiding Light" sculptural piece, as referred to in Appendix G.

D6.11 Interim Progress Report

- (a) Submit an interim progress report for submission by June 30, 2017 documenting the following:
 - (i) Report results of the functional design confirmation and interim findings. Review any deviations from the functional design prior to continuing with detailed design.
 - (ii) Prepare a Class 3 cost estimate of the works.
 - (iii) Prepare a construction schedule.

D6.12 Prepare Bid-Opportunity Documents

- (a) Prepare Bid-Opportunity documents. Assume that up to two construction contracts will be required to take this project to completion. Review the project scope, construction sequencing, schedule, constructability, and risks to determine which components should be constructed as part of a winter 2017-2018 contract, a summer 2018 contract, or as a single overall contract.
 - (i) Bid-opportunity documents for a construction contract for winter 2017-2018 works shall be posted to the City's to the Materials Management website by September 22, 2017.
 - (ii) If found to be desirable and recommended by the proponent through the course of detailed design, bid-opportunity documents for a second construction contract for summer 2018 shall be posted to the Materials Management website as required to allow for advertising, contract award, material supply lead time (as applicable). It is desired that summer 2018 works begin as soon as reasonably possible after spring thaw and passage of the Red River's spring freshet.
- (b) Detailed design drawings, specifications, and construction cost estimates shall be submitted for review to the Project Manager at 50% and 95% completion stages. The Consultant shall allow 1 week for review. Drawings shall be submitted for Underground Structures allowing 3 weeks for comments.

D6.13 Public Engagement

D6.13.1 Public engagement (PE) 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.

- (a) The public engagement process shall be based on IAP2 principles and best practices (see <http://iap2canada.ca/>).
- (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) Identify stakeholders. Meet with key stakeholders early in the detailed design process to ensure that outstanding issues are addressed. Receive input and feedback and incorporate where possible into the detailed design.
- (d) Develop content for communications with stakeholders. This may include, but may not be limited to direct letters, updates, advertisements, mailers, newsletters, presentations and public event materials as may be required for the public engagement process.
- (e) Develop and implement one (1) Public Information Session prior to completion of the detailed design. It is anticipated the event will occur in September, 2017. Prior to the public event conduct meetings with key stakeholder groups to update them on the status and direction of the project.
- (f) The anticipated review period for Public Information Session materials will be 6 weeks prior to the event. All relevant public engagement materials will need to be finalized 2 weeks prior to the Public Information Session.
- (g) Submit a stand-alone public engagement report. It should include: a detailed record of all promotions and communications, attendance numbers and dates of events; and a summary of findings, results, and response to issues and concerns brought forward.
- (h) Expenses for advertising, mailings, and the public event venue shall not be included in the Fee Proposal. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs. The Proposal Submission shall include an estimate of the costs associated with the work.
- (i) Advise on any additional public engagement strategy as necessary.

D6.13.2 Translation

- (a) The City of Winnipeg will provide French translation of all public engagement materials. The French translation will be provided to the consultant, who will be responsible for preparation of the French version of the engagement materials. Allow one (1) week for translation services, and one (1) business day for checking final proofs prepared by the consultant.

D6.14 Project Management

- (a) The consultant shall submit a written Monthly Status Report to the City's Project Manager during all phases of the project. The status reports shall include:
 - (i) Progress on tasks since previous report;
 - (ii) Planned accomplishments for the next period;
 - (iii) Project schedule update;
 - (iv) Project budget update;
 - (v) List concerns, potential problems, risks, etc., for the project.
- (b) Conduct meetings with the City of Winnipeg Technical Steering Committee as follows:
 - (i) Project Commencement
 - (ii) Coinciding with the interim progress report submission
 - (iii) Coinciding with the 50% detailed design submission
 - (iv) Coinciding with the 95% detailed design submission

D7. CONTRACT ADMINISTRATION

D7.1 Contract Administration Services are defined in Appendix A.

D7.2 For greater clarity, Consultant shall provide construction layout as follows:

- (a) Provide construction layout for riverbank stabilization works, erosion protection, grading, pathway construction, roadworks, and landscaping.
- (b) For structural works including the new retaining wall structure and elevated tree top lookout, provide survey control for the Contractor's use in construction layout. Perform quality assurance surveys for construction layout performed by the Contractor.

D7.3 Provide NON-RESIDENT Contract Administration Services as defined in Appendix A necessary to complete works of the project shall be provided.

D7.4 Provide RESIDENT Contract Administration Services as defined in Appendix A necessary to complete works of the project shall be provided. In accordance with Clause 7.5 of Appendix A.

- (a) Full-time inspection is required for the work. Fee estimates shall be based on an equivalent of 24 weeks total construction duration, spread over both winter and summer construction phases and for up to two construction contracts. In all cases assume 8 hours per day 5 days per week for full time inspection.

D7.5 The number of days for resident inspection is to be confirmed with the Project Manager during detailed design.

D7.6 Fees for material testing during construction shall not be included in the Fee Proposal. The proponent shall include a budgetary fee estimate for materials testing. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.

D7.7 Prepare public construction notices. Translation shall be provided by the City in general accordance with D6.13.2. Assist the City in developing content for the project's web page.

D8. POST-CONSTRUCTION SERVICES

D8.1 Post-Construction Services are defined in Appendix A.

- D8.2 The Consultant shall submit record drawings within three months of Substantial Performance of each construction contract, including 2 bound sets of 11x17 paper prints, PDF's of the entire set and of individual drawings, and AutoCAD files of individual drawings.
- D8.3 The Consultant shall submit a CD or DVD of electronic copies of photographs.
- D8.4 For each construction contract administered, the Consultant shall submit 2 hard copies and 1 PDF copy of a final construction report within three months of Substantial Performance of the construction contract, including:
- (a) Summary report – a brief (three to five page) description of:
 - (i) Introduction – description/summary of scope, time, and cost of project
 - (ii) Tender/Award – bids received and award
 - (iii) Construction - description of the scope of works, key issues that arose and resolutions, changes, final or projected final construction cost
 - (b) Appendices:
 - (i) Photographs - typical pre-construction, during construction, and post-construction photographs
 - (ii) Cost summary
 - (iii) Tabulation of tenders
 - (iv) Change orders
 - (v) Summary of progress payments
 - (vi) Final progress payment
 - (vii) Contract schedule
 - (viii) Subcontractor list
 - (ix) Daily or weekly reports
 - (x) Meeting minutes
 - (xi) Shop drawings/submittals
 - (xii) Instructions
 - (xiii) Contractor request for information & responses
 - (xiv) Material test reports
 - (xv) Guarantees
 - (xvi) Certificates of substantial and total performance
 - (xvii) Record drawings
- D8.5 The consultant shall monitor existing and any supplemental geotechnical instrumentation from the beginning of the assignment through June 2020. An interim monitoring report shall be provided in June 2019 and a final report shall be provided to the City at the completion of the monitoring period.

D9. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D9.1 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.
- D9.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D9.3 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.

D9.4 A Consultant who violates any provision of D9 may be determined to be in breach of Contract.

SUBMISSIONS

D10. AUTHORITY TO CARRY ON BUSINESS

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

D11. INSURANCE

D11.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D11.2 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.

D11.2.1 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.

D11.3 The policies required in D11.2(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.

D11.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D11.2(a) and D11.2(c).

- D11.5 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 D11.8.
- D11.6 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.
- D11.7 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.
- D11.8 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

D12. COMMENCEMENT

- D12.1 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.
- D12.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D10;
 - (ii) evidence of the insurance specified in D11;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D12.3 The City intends to award this Contract by April 28, 2017.

D13. CRITICAL STAGES

- D13.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Submit interim progress report including Class 3 cost estimate by June 30, 2017.
 - (b) Hold a public information session in September 2017.
 - (c) Post bid-opportunity documents for winter 2017-2018 construction works to the City of Winnipeg Materials Management Website by September 22, 2017.

PART E - SPECIFICATIONS

E1. CONDITION ASSESSMENT & CCTV GUIDELINES

- E1.1 Perform condition assessment on all relevant sewers and manholes in the right-of-way within the limits of the street renewal. Condition assessment includes, but is not limited to, the following;
- (a) Review all sewer and manhole assets in the City of Winnipeg's Sewer Management System (SMS) application. Determine which assets are to be inspected using Closed-Circuit Television (CCTV) in accordance with Clause E1.2;
 - (b) Review existing CCTV inspections shown in SMS and new CCTV inspections performed in accordance with Clause E1.2;
 - (c) Confirm the appropriateness of existing Backlogged and Pending rehabilitation types and limits shown in SMS. If required, provide revised rehabilitation recommendations;
 - (d) For all inspections, recommend new rehabilitation types and limits not shown in SMS;
 - (e) Recommend what rehabilitation is to be done prior to the pavement renewal project;
 - (f) Provide a rehabilitation summary and the new CCTV inspections and corresponding defect coding to WWD Asset Management Branch for review and approval.
- E1.2 The Closed-Circuit Television (CCTV) criteria provided below are general guidelines and are not intended to replace sound municipal engineering judgement specific to the individual project scope and/or location.
- (a) Clean & Inspect sewers and manholes in accordance with CW 2140 Sewer and Manhole Cleaning, and CW 2145 Sewer and Manhole Inspection;
 - (b) Where new inspections are required, provide a list of assets to qualified cleaning and inspection contractors;
 - (c) Inspect all sewers and manholes where no previous CCTV inspections have been completed;
 - (d) Re-inspect sewers and manholes with a Structural Performance Grade (SPG) of 3 or higher that have not been inspected in the previous 5 years or sewers and manholes with an SPG of 1 or 2 that have not been inspected in the previous 20 years;
 - (e) Inspect sewers (regardless of SPG) if the street exhibits obvious distress at/along the underground plant;
 - (f) Inspect all CB leads to be reused as part of a street reconstruction, pavement rehabilitation, or mill and fill rehabilitation;
 - (g) CCTV inspection of sewers and manholes is 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; and,
 - (h) Sewers and manholes located more than two metres from the work limits (i.e. not located under pavement) do not need to be re-inspected if previous CCTV inspection data exist;
- E1.3 For any uncertain situations and/or locations, contact the City Project Manager.
- E1.4 The consultant is required to coordinate the sewer inspection contract and communicate the results to WWD Asset Management Branch in accordance with E1.1. Provide the sewer inspections and corresponding defects data to WWD Asset Management Branch. Any repairs or other activities deemed necessary from these inspections must be reviewed and approved by WWD Asset Management Branch.
- E1.5 Provide the post repair CCTV inspections and corresponding defect coding to WWD Asset Management Branch.