



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 91-2017

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
2017 WALK BIKE GRADE SEPARATIONS: PRELIMINARY DESIGN OF BISHOP
GRANDIN GREENWAY OVER PEMBINA HIGHWAY**

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
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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)	5
B11. Project Understanding and Methodology (Section E)	5
B12. Project Schedule (Section F)	6
B13. Project Management and Quality Control/Assurance (Section G)	6
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. Introduction and Background	1
D4. Scope of Services	3
D5. Feasibility Study Follow-up	4
D6. Preliminary Design	4
D7. Ownership of Information, Confidentiality and Non Disclosure	6

Submissions

D8. Authority to Carry on Business	7
D9. Insurance	7

Schedule of Services

D10. Commencement	8
D11. Critical Stages	8
D12. Potential for Future Contract for Detailed Design and Contract Administration	8

PART E - SPECIFICATIONS

E1. Sewer Televising Guidelines for Public Works Projects (2016)	1
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Appendix A – Definition of Professional Consultant Services – Engineering

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

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR 2017 WALK BIKE GRADE SEPARATIONS: PRELIMINARY DESIGN OF BISHOP GRANDIN GREENWAY OVER PEMBINA HIGHWAY

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 10, 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 8 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) Project Management and Quality Control/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 tables, charts, drawings and schedule and six (6) bound 8.5" x 11" copies (tables, charts, drawings and schedule in copies only may be 11" x 17" folded to an 8.5" x 11" size)) for sections identified in B6.1 and B6.2.
- B6.6 Proposal format, including type of binding and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.6.1 Further to B6.6, the Proposal shall be no more than 25 pages, exclusive of the required forms, cover page, table of contents, tables, charts, drawings and schedule. 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 10 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 all disciplines and/or phases identified in D4 Scope of Services.
- B8.2 The Proposal shall include the Form in Appendix B: Estimated Fees, Expenses, and Level of Effort, summarizing all applicable Fees. The Form shall include the total Fees, identified and necessary, for each Scope of Service phase of the Project (D4), including:
- (a) Feasibility Study Follow-up; and
 - (b) Preliminary Design.
- 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 for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any site investigation (geotechnical) services, Underground Structures acquisitions, required Hydro-Vac to expose utilities, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation, or those included in B8.4. No other disbursements will be permitted. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.
- B8.6 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in applicable professional consultant services as required in D4.1 and defined in Appendix A for three pedestrian and cycling bridge projects of similar complexity, scope and value.
- B9.2 For each project listed in B9.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the consultant;
 - (c) project's original contracted cost and final cost;
 - (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
 - (e) project owner; and
 - (f) reference information (one current name with telephone numbers per project).
- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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.
- B10.1.1 Roles of each of the key personnel in the Project should be identified in an organizational chart. Identify the lead person for each discipline or work unit.
- B10.2 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, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and 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 B10.1.1.
- B10.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner;
 - (d) Reference information (two current names with telephone numbers per project).
- B10.4 Further to B10.2 and B10.3, the level of effort of the 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 Proposals should address the team's understanding of the broad functional and technical requirements, understanding of the key design issues including urban design issues, bicycle and pedestrian planning and facility design issues, geotechnical issues, bridge siting issues, pedestrian and cycling bridge design, the Project methodology with respect to the information provided within this RFP, and any other issue that conveys your team's understanding of the Project requirements. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project. Methodology should be presented in accordance with the Scope of Services identified in D4.
- B11.2 Proponents should present plans as part of their Proposal that meet or exceed all the requirements of this request for proposal. Proponents are required to provide a general overview of the design that they will be exploring if successful, including images or drawings. Proponents may choose to submit multiple bridge styles in terms of aesthetic appeal and/or maintenance/durability. Technical soundness, aesthetics/fit with surroundings, cost effectiveness, and maintenance/durability will be key factors in evaluating the proposed options.
- B11.3 The Proposal shall explicitly list all the planned deliverables of the project and any assumptions made with respect to the deliverables and the Scope of Services. The Proposal shall also list all activities and services to be provided by the City.
- B11.4 Methodology should be presented in accordance with the Scope of Services identified in D4. A table, similar to the "Estimated Fees, Expenses and Level of Effort" table attached hereto as Appendix B, shall be included that details an outline of the work program for all Phases of the assignment including the hourly rate and estimated time for each individual and each task. The table shall also include the cost of all applicable disbursements and any associated mark-ups. Subtotals shall be provided summarizing the costs for each individual each task, and each Phase of the assignment.

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 critical path should be identified.
- B12.3 The Proponent's schedule should incorporate potential public event tasks into their proposed project schedule as identified in D3.16(d). To ensure maximum public participation, the open house should be scheduled prior to June 23, 2017.

B13. PROJECT MANAGEMENT AND QUALITY CONTROL/ASSURANCE (SECTION G)

- B13.1 Proponents should describe their methods for project management.
- B13.2 Proponents should describe their methods for quality control and quality assurance.

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) MMM Group Limited who undertook a Feasibility Study of the construction of grade separations along the proposed Bishop Grandin Active Transportation (AT) path at Pembina Highway and its associated south side ramps. This study was part of 2009 AT Program – Bishop Grandin Greenway Phase 3 during which, Bishop Grandin Trail west of Pembina Highway was constructed.

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.
- 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) have demonstrated ability to consider and incorporate stakeholder and public input in design"; and
 - (c) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
 - (d) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (e) 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
 - (f) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
- 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/>
- B16.3 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.
- B16.4 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.

B17. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 9 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 9 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 10 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 10 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) 15%
 - (f) Project Understanding and Methodology (Section E) 20%
 - (g) Project Schedule. (Section F) 5%

(h) Project Management and Quality Control/ Assurance (Section G) 5%

- 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 within the stipulated timeline.
- B21.9 Further to B21.1(h), Project Management and Quality Control/Assurance will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- 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 5 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:

Vaibhav Banthia, P. Eng., Bridge Projects Engineer, City of Winnipeg

Telephone No. 204 986-5008

Email Address: vbanthia@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. INTRODUCTION AND BACKGROUND

D3.1 This assignment generally encompasses undertaking the preliminary design of a new pedestrian and cycling grade separation(s) to provide safe and uninterrupted east-west connectivity of the Bishop Grandin Greenway System along with offering midpoint connectivity for pedestrian and cycling traffic. A preliminary design is required to identify and address all major issues, determine the scope of work, and produce Class 3 cost estimates (expected level of accuracy of +30% to -20%) where the project can proceed to detailed design and construction.

D3.2 In October 2011, City of Winnipeg Council approved the Transportation Master Plan (TMP), which outlines Key Strategic Goals, which provide the underlying principles for the development of this project.

D3.3 On July 15, 2015, City of Winnipeg Council approved the Pedestrian and Cycling Strategies (PCS) which provide a vision and roadmap for the future of walking and cycling in Winnipeg. The process and associated results of the work to be performed for the project within this Bid Opportunity must meet the Vision and Goals set forth in the PCS. The PCS are available at <http://walkbike.winnipeg.ca>. To improve safety and connectivity, the PCS identify the requirement for a new pedestrian and cycling crossing at Pembina Highway and Bishop Grandin Boulevard.

D3.4 A new Bishop Grandin Greenway Pedestrian and Cycling Overpass of Pembina Highway would provide a continuous connection of the Bishop Grandin Greenway, one of Winnipeg's most prominent recreational facilities, across the very busy and complex intersection of Pembina Highway and University Crescent at the Bishop Grandin interchange. It would provide a safe and convenient connection between the South West Rapid Transit Corridor Phase II project to the University of Manitoba, the new Investors Group Stadium and people on the east side of the Red River and Pembina Highway. It would also provide enhanced trip-chaining opportunities for residents east of the Red River to bike between the new Rapid Transit Station along the new corridor and their homes. Residents could secure their bicycle at the Rapid Transit Stations and continue their trip to downtown on the Transit Bus.

D3.5 The PCS recognizes the importance of improving pedestrian and bicycle access to transit as it increases multi-modal transportation choices and helps to extend the reach of public transit. Under Strategic Direction 2 – *Improve Convenience* and Key Direction 2B – *Increase and*

Improve Multi-modal Connections, the Public Service is directed by Council to continue to look for opportunities to maximize connectivity between the pedestrian and bicycle networks and the transit network

- D3.6 The Pedestrian and Cycling Grade Separations is a new program to the City of Winnipeg's Capital Budget in the approved 2017 Capital Budget. This program is to fund the preliminary engineering design for new pedestrian and cycling bridges or grade separations to develop Class 3 estimates to support future intergovernmental funding applications. This Project location along with two other locations is listed for inclusion in the Capital budget year 2017. Capital Projects and Budgets are recommended by the Public Service and adopted by City Council.
- D3.7 An intergovernmental funding application for construction of this project has already been submitted. The funding will be contingent upon project completion in November 2018.
- D3.8 Users of the existing pathway east and west of Pembina Highway are currently directed through pedestrian crossings on the south side ramps to signalized intersections at Pembina Highway and University Crescent if they wish to continue on the pathway system.
- D3.9 An underpass and an overpass concept were developed by MMM Group Limited in 2010. Both options included a combination of bridges, retaining walls, and embankments. The underpass option is considered less desirable because of the spiral approach, steep grades and an increased trip distance but reduces the length of the bridge structure. For these reasons, the City considers the option of an overpass more favourable.
- D3.10 An existing MTS duct line runs along the centre of the median on Pembina Highway. This would provide a design constraint for a possible centre pier for the overpass option.
- D3.11 The existing overhead sign structure will need to be incorporated into the preliminary design for the overpass option. It may be possible to attach signs to the new structure.
- D3.12 The City could consider a bridge option that spans over all the south side ramps and Pembina Highway and directly connects the east and west trails if this would provide an economy of scale and thereby expediting the construction schedule.
- D3.13 Consideration will need to be given to the angle, location, length of the structure to optimize the design.
- D3.14 City of Winnipeg's Accessibility Design Standards and CPTED principles are to be incorporated into the preliminary design. This would include developing options for safety fencing, and possible locations for mid-point egress for a lengthy structure. The consultant should design the lighting required for the bridge structure(s).
- D3.15 The City does not desire a signature structure at this location and the key drivers for this project shall be functionality, economy, and constructability. The City envisions a steel truss style bridge with metalizing and powder coating. However, the City is willing to consider other options that not only meets the project objectives but also provides an elegant and aesthetic feature to the community.
- D3.16 The City will perform all external stakeholder meetings and public engagement, however, the proponent is required to:
- (a) work with the City's public engagement team;
 - (b) provide technical information that is developed in AutoCAD format to the City to aid in the City's development of graphical presentation material.
 - (c) be present at stakeholder meetings and public events. One open house in the format of a public workshop and three meetings with stakeholders are envisioned;
 - (i) the intent of the meetings and the public event is to get feedback on the design options for consideration to inform design decisions when the Consultant is developing the final preliminary design.

- (d) incorporate potential public event tasks into the proposed project schedule, to ensure optimization of preliminary design with public input;
- (e) work with the City team early in the design process to refine timelines and ensure public engagement is considered and design materials are prepared for public input
- (f) work with the City to incorporate public and stakeholder feedback into the preliminary design.
- (g) report back to the City on how feedback was incorporated for inclusion in a public feedback summary report.
- (h) consult with all of City's internal stakeholders and all public utilities, as required.
- (i) plan and deliver a Public Information Session to present the final design to the public prior to construction. This task will be included as part of the work associated with the detailed design and contract administration for implementation of Preliminary Design recommendations as described in D12.

D3.17 The timeline for the project is to conduct preliminary design from April 2017 to August 2017. Detailed design would commence after Council approves design and construction funding. Construction would commence in April 2018 and extend to November 2018.

D3.18 The Class 5 cost estimate (expected level of accuracy of +100% to -50%) for all phases of this project based on a commencement of construction in 2018 is \$12.5 million. This estimate is the basis for the upset Project Budget.

D3.19 The projected funding for undertaking the Preliminary Design phase is approximately \$275,000 plus applicable taxes. The City will not entertain any proposals that exceed this budget.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of Professional Consulting Services in accordance with the following:

- (a) Feasibility Study Follow-up as outlined in D5; and
- (b) Preliminary Design as outlined in D6.

D4.2 The City documents identified as "Definition of Professional Consultant Services – Engineering" dated January 19, 2012 and the "Manual of Project Administration Practice", dated March 1992" shall be applicable to the provision of consulting services for this project.

D4.3 The following shall apply to the Services:

- (a) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
- (b) City of Winnipeg's Transportation Standards Manual (Draft 2012);
- (c) Universal Design Policy (December 2001);
- (d) City of Winnipeg's Accessibility Design Standards (2015);
- (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 (March 2014);
- (g) The current edition of The City of Winnipeg Standard Construction Specifications.
- (h) Winnipeg Pedestrian and Cycling Strategies.
- (i) Current and best practices in pedestrian and cycling infrastructure design.
- (j) Canadian Highway Bridge Design Code, CSA S6-14.

D5. FEASIBILITY STUDY FOLLOW-UP

- D5.1 Review pertinent background information including the Feasibility Study as noted in B14.2(a) and the work already undertaken as part of this Study. This information will be provided during the RFP period upon email request to the Project Manager. Confirm and supplement this information as necessary.
- D5.2 At the outset, provide comments and rationale in a memo on the Feasibility Study indicating areas of concurrence and areas where other alternatives are to be explored.
- D5.3 Develop a series of goals and performance measures consistent with City of Winnipeg policies and planning documents to guide the design process:
- (a) Confirm the project objectives and define the design intent.
 - (b) Coordinate with all internal and utility stakeholders.

D6. PRELIMINARY DESIGN

- D6.1 The preliminary design shall be generally consistent with Type 1 and 2 services as outlined in Appendix A. Services shall include but not be limited to the items listed below.
- D6.2 Project Meetings
- (a) Hold meetings with the City Project Manager and members of the appointed City of Winnipeg Project Technical Steering Committee at project start up, and at other key times including, discussion on the Feasibility Study, presentation of the findings of the investigations, presentation of potential options and to gain concurrence of recommendations for the alternatives to be developed, and during finalization of the preliminary design report.
 - (b) A list of key meetings as noted in (a) with dates shall be included in the Proposal.
 - (c) Consultant shall hold other meetings as required and as needed.
 - (d) A responsibility assignment matrix should be included in the meeting minutes that clarify roles and responsibilities for action items.
- D6.3 Site Investigation
- (a) Carry out on-site topographic surveys as required;
 - (b) Carry out detailed inspections and site information gathering; and
 - (c) Carry out sewer televising in accordance with E1.
- D6.4 Geotechnical Investigation
- (a) Perform a geotechnical investigation sufficient for the preliminary design the recommended alternative. Carry out geotechnical drilling, sampling, and material testing for foundations that may be required for the bridge structure.
 - (b) Fees for geotechnical drilling including sampling, and material testing shall not be included in the Fee Proposal. A geotechnical drilling and testing program shall be proposed and an estimated budget shall be provided separately from the Fee Proposal. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.
- D6.5 Utilities
- (a) Review existing utilities at and near the potential bridge site and within the project area and hold meetings with representatives from the utilities as necessary. Perform televising as required and perform hydro-excavation if necessary to confirm elevations. Evaluate conditions of existing underground utilities and in consultation with the proper authority and the City of Winnipeg provide recommendations regarding rehabilitation, renewal or relocation of utilities in conflict with the proposed bridge works. Fees for sewer televising and hydroexcavation shall not be included in the Fee Proposal. A sewer televising and hydroexcavation program shall be proposed and an estimated budget shall be provided

separately from the Fee Proposal. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.

D6.6 Sign Structures

- (a) Rationalize/review requirements for existing and new sign structures with the proposed design options.

D6.7 Regulatory Requirements

- (a) Determine regulatory approval requirements and any other approvals that may be necessary. Report on recommended timing to obtain all approvals.

D6.8 Pedestrian and Bicycle Facilities Design

- (a) Review connectivity requirements to accommodate accessibility, route directness, route changes, safety and comfort.
- (b) The Feasibility Design Report described in B14.2(a) recommended touch ground in south west loop but the City could entertain a straighter route as noted in D3.12. Due to the anticipated long length of the structure, the proponent should determine design requirements to support CPTED principles, including possible locations for mid-point egress.
- (c) Facilities should be designed for people of all ages and abilities.

D6.9 Bridge Structure Design

- (a) Vertical clearances above roads, ramps, and paths should be confirmed.
- (b) Options for a new structure(s) shall be investigated to determine the most optimum crossing and shall include but not be limited to:
 - (i) Examining various span arrangements possible.
 - (ii) Examining various superstructure options.
 - (iii) Examining various substructure options.
 - (iv) Comparing total bridge costs for various span lengths along with major future rehabilitation and maintenance costs in present dollars.
 - (v) Examining disruption to the travelling public.
 - (vi) Ensuring due consideration is given to aesthetics, constructability, inspectability, and maintainability.
 - (vii) Assessing applicability of Accelerated Bridge Construction (ABC) techniques.
- (c) Structures shall be designed in accordance with the Canadian Highway Bridge Design Code, CAN/CSA-S6-14. All structures shall be designed for a minimum 75 year design life.

D6.10 Generation, Development, and Selection of Options

- (a) After a study of the area and definition of needs and design basis and preparation of a design basis memorandum, meetings shall be held with the City Project Manager and the City Project Steering Committee to discuss major issues and identify potential viable options.
- (b) The various viable options shall be developed to allow comparison and selection. The evaluation methodology shall be developed in consultation with the City Project Manager to rank and select the preferred options.
- (c) The Consultant shall proceed in developing a preliminary design for the selected options which includes drawings, Class 3 cost estimates (expected accuracy of +30% to -20%), traffic management plans during construction, risk assessments, and proposed construction schedules. The consultant shall qualitatively assess implications of the staging plans to the traveling public, identify possible mitigation measures and consider the implications in the options comparison.
- (d) A project Risk Management Plan shall be developed, 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, available at:
<http://winnipeg.ca/finance/infrastructureplanning/camp.stm#5>.

D6.11 Preliminary Design Report

- (a) Prepare and submit a preliminary design report outlining the results of the investigations and assessments carried out, options investigated, and the recommended scope of work, complete with drawings, Class 3 (expected accuracy of +30% to -20%) cost estimates, traffic management plans during construction, risk assessments, and proposed construction schedules.
- (b) In addition to showing the preliminary details of the bridge structures, the drawings shall include profiles and structure site plans for each option. The profiles shall be taken along the proposed centreline for the full length of the bridge and shall depict the proposed grade lines along with existing ground lines. The treatment of slopes around the ends and under the bridge shall be shown. The structure site plan shall show the proposed structure relative to the existing infrastructure and topography. The existing utility lines and their proposed disposition, if required, shall also be depicted. The minimum horizontal and vertical clearances for all the proposed options shall also be shown.
- (c) Six (6) hard copies along with an electronic PDF version properly bookmarked of the final report shall be submitted.
- (d) A draft report shall be submitted for review.
- (e) The report is to be finalized after incorporating feedback from the City Project Manager.

D6.12 Monthly Status Reports

- (a) The consultant shall submit a written Monthly Status Report every month to the City Project Manager during Preliminary Design. 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.

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D7.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.
- D7.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D7.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
- (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D7.4 A Consultant who violates any provision of D5 may be determined to be in breach of Contract.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D9. INSURANCE

D9.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D9.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$2,000,000 . per claim and \$2,000,000 in the aggregate.

D9.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.

D9.3 The policies required in D9.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

D9.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D9.2(a) and D9.2(c).

D9.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified

in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D9.8.

- D9.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D9.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D9.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D10. COMMENCEMENT

- D10.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D10.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the insurance specified in D9;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D10.3 The City intends to award this Contract by March 31, 2017.

D11. CRITICAL STAGES

- D11.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Submit draft preliminary design report including Class 3 cost estimates (expected level of accuracy of +30% to -20%) for City review by June 30, 2017.
 - (b) Receive comments from the City Project Manager by July 20, 2017.
 - (c) Submit final preliminary design report by August 15, 2017.

D12. POTENTIAL FOR FUTURE CONTRACT FOR DETAILED DESIGN AND CONTRACT ADMINISTRATION

- D12.1 The City of Winnipeg, in its sole discretion after consideration of the Consultant's performance on Bid Opportunity No. 91-2017, may negotiate and enter into a contract with the Consultant, to undertake the work associated with the detailed design and contract administration for implementation of Preliminary Design recommendations without a public bid solicitation. No compensation will be provided to the Consultant for participating in this negotiation. The City will provide terms to the Consultant if it initiates negotiations with the Consultant. The City of Winnipeg will be under no obligation to initiate or enter into a subsequent contract and may choose to issue a public bid solicitation for the Work with respect to detailed design and contract administration, if the City of Winnipeg wishes to proceed in that manner.

PART E - SPECIFICATIONS

E1. SEWER TELEVISION GUIDELINES FOR PUBLIC WORKS PROJECTS (2016)

- 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 Clause 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.