

THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 170-2019

**PROFESSIONAL CONSULTING SERVICES FOR REPLACEMENT OF RAILWAY
CROSSING PROTECTION**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR REPLACEMENT OF RAILWAY CROSSING PROTECTION

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 3, 2019.
- 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. SITE INVESTIGATION

- B3.1 The Project Manager or an authorized representative will conduct a Site investigation of the Site on:
- (a) March 20, 2019 at 1 p.m.
- B3.1.1 The site investigation will start at the intersection of the GWWD Railway and the east-bound Trans-Canada Highway 1, which is located approximately 5 km east of PTH 11, as shown in Appendix B.
- B3.1.2 Proponents are requested to register for the site investigation at least 24 hours in advance by contacting the Project Manager identified in D2.
- (a) Proponents are required to bring their own personal protective equipment (PPE) that shall consist of safety boots, and safety vest.
- (b) Proponents must provide their own transportation to and from the Site.
- B3.2 Although attendance at the site investigation is not mandatory, the City strongly suggests that Proponents attend.
- B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the site investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Project Manager in writing.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Project Manager identified in D2.
- B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.
- B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.
- B4.5 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.

- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

B5. CONFIDENTIALITY

- B5.1 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.

- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the RFP to the media or any member of the public without the prior written authorization of the Project Manager.

B6. ADDENDA

- B6.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the RFP, or clarifying the meaning or intent of any provision therein.

- B6.2 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.

- B6.3 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>

- B6.4 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.

- B6.5 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.

- B6.6 Notwithstanding B4, enquiries related to an addendum may be directed to the Project Manager indicated in D2.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal (Section A) in accordance with B8;
- (b) Form B: Fees (Section B) in accordance with B9.

- B7.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
- (c) Project Understanding and Methodology (Section E) in accordance with B12; and
- (d) Project Schedule (Section F) in accordance with B13.

- B7.3 Further to B7.1 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.
- B7.4 Further to B7.2, 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.
- B7.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and three (3) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages 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.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the RFP, will be evaluated in accordance with B22.1(a).
- B7.8 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.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

- B8.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B8.2 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.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 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.
- B8.4 Paragraph 12 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.

B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B8.5 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.

B9. FEES (SECTION B)

B9.1 The Proponent shall complete Form B: Fees, making all required entries and summarizing all Fees for the Scope of Services.

- (a) Include a Fixed Fee for all phases of the Work listed in D5, except for Contract Administration – Resident Services;
- (b) Include a Time-Based Fee for Contract Administration – Resident Services described in D11:
 - (i) The proposal should include a Time-Based Fee schedule calculated on a time basis for Resident Services.
 - (ii) Time-Based Fees should be for one (1) inspector providing inspections services as described in D11.
 - (iii) For Proposal purposes, these fees should be based on 150 hours of inspection.
 - (iv) The number of hours listed in B9.1(b)(iii) is to be considered approximate only. The City will use this number of the purpose of comparing Proposals.
 - (v) The number of hours for which payment will be made to the Consultant for Resident Services is to be determined by the actual amount of hours worked by the Consultant.

B9.2 General Requirements for Time-Based Fee Services

- (a) An estimated number of hours is indicated in the RFP for Contract Administration: Resident Services to guide the Proponent in developing their fee proposal.
- (b) The estimated number of hours indicated is based upon the Proponent utilizing experienced personnel who are familiar with the City's requirements and procedures performing the work.

B9.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B9.4 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.

B9.5 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

- B9.6 Notwithstanding C11.1, 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.
- B9.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B10.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing design, management of the project and contract administration services on three (3) projects of similar complexity, scope and value.
- B10.2 For each project listed in B10.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the consultant;
 - (c) project's original contracted cost and final cost;
 - (i) where the original contracted cost and final cost differ, the Proponent should submit an explanation.
 - (d) design and schedule (anticipated project schedule and actual project delivery schedule, showing design separately);
 - (i) where the anticipated project schedule and the actual project delivery schedule differ, the Proponent should submit an explanation.
 - (e) project owner;
 - (f) reference information (two current names with telephone numbers per project).
- B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B10.3 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.

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

- B11.1 Describe your approach to overall team formation and coordination of team members.
- B11.1.1 Include an organizational chart for the Project.
- B11.2 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, lead designers, and lead resident engineer. 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 B11.1.1.
- B11.3 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B10, 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).

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B12.1 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.
- B12.2 Methodology should be presented in accordance with the Scope of Services identified in D5.
- B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B12.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the team's understanding of the design issues;
 - (c) the proposed Project budget;
 - (d) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
 - (e) any other issue that conveys your team's understanding of the Project requirements.
- B12.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D5 Scope of Services.
- B12.5.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B9.
- B12.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.5.

B13. PROJECT SCHEDULE (SECTION F)

- B13.1 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.
- B13.2 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.

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) AECOM
 - (i) Consulted in determining budget pricing.

B15. CONFLICT OF INTEREST AND GOOD FAITH

- B15.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B15.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of Confidential Information (other than Confidential Information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B15.3 In connection with its Proposal, each entity identified in B15.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B15.4 Without limiting B15.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B15.5 Without limiting B15.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B15.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B15.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B16. QUALIFICATION

B16.1 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;

B16.2 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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

B16.3 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 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.

B16.4 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.

B16.5 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.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B17.1 Proposals will not be opened publicly.

B17.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent and their address(es) 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/>

B17.3 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).

B17.3.1 To the extent permitted, the City shall treat as Confidential Information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B17.4 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.

B18. IRREVOCABLE OFFER

B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B18.2 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 for the time period specified in Paragraph 10 of Form A: Proposal.

B19. WITHDRAWAL OF OFFERS

B19.1 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.

B19.1.1 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.

B19.1.2 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 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B19.1.3 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 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B19.1.3(b), declare the Proposal withdrawn.

B19.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B18.2 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.

B20. INTERVIEWS

B20.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B21. NEGOTIATIONS

B21.1 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.

B21.2 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.

- B21.3 If, in the course of negotiations pursuant to B21.2, 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.

B22. EVALUATION OF PROPOSALS

B22.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the RFP or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B16:
(pass/fail)
- (d) Fees; (Section B) 40%
- (e) Experience of Proponent and Subconsultant; (Section C) 15%
- (f) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (g) Project Understanding and Methodology (Section E) 20%
- (h) Project Schedule. (Section F) 5%

B22.2 Further to B22.1(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.

B22.3 Further to B22.1(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 qualified.

B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B22.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B22.6 Further to B22.1(d), Fees will be evaluated based on Fees submitted in accordance with B9.

B22.7 Further to B22.1(e), Experience of Proponent and Subconsultants (Section C) will be evaluated considering the information provided in response to B10, including but not limited to the following criteria:

- (a) similarity of the Proponent's past projects to this Project;
- (b) success of the Proponent on past projects; and
- (c) past performance on City of Winnipeg projects, including but not limited to:
 - (i) adherence to project budget;
 - (ii) adherence to project schedule;
 - (iii) quality of work; and
 - (iv) overall satisfaction with the Proponent.

B22.7.1 Proposals that receive less than half the available evaluation points for Experience of Proponent and Subconsultants will be rejected in accordance with B22.3.

- B22.7.2 Proponents that have not worked with the City before will be evaluated based on the information provided in response to B10.1(a).
- B22.8 Further to B22.1(f), Experience of Key Personnel Assigned to the Project (Section D) will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, considering the information provided in B11, including but not limited to the following criteria:
- (a) appropriateness of related years of experience of the Key Personnel;
 - (b) relevancy of experience of the Key Personnel; and
 - (c) appropriateness of approach to overall team formation and coordination of team members.
- B22.8.1 Proposals that receive less than half the available evaluation points for Experience of Key Personnel Assigned to the Project will be rejected in accordance with B22.3.
- B22.9 Further to B22.1(g), Project Understanding and Methodology (Section E) will be evaluated considering the information provided in response to B12, including but not limited to the following criteria:
- (a) appropriateness of the project management approach;
 - (b) consistency and completeness of the methodology;
 - (c) appropriateness of hours assigned to individual tasks per Person;
 - (d) Proponent's understanding of the Project, including its deliverables and constraints; and
 - (e) demonstration of insight beyond the information that was presented in this RFP.
- B22.9.1 Proposals that receive less than half the available evaluation points for Project Understanding, Methodology and Schedule will be rejected in accordance with B22.3.
- B22.10 Further to B22.1(h), Project Schedule (Section F) will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13, including but not limited to the following criteria:
- (a) completeness and consistency of the Project schedule; and
 - (b) appropriateness of the timelines provided.
- B22.11 Notwithstanding B22.1(e) to B22.1(h), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B22.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.

B23. AWARD OF CONTRACT

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 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 qualified, and the Proposals are determined to be responsive.
- B23.2.1 Without limiting the generality of B23.2, 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.

- B23.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B23.4 The City may, at its discretion, award the Contract in phases.
- B23.5 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.
- B23.5.1 The Contract documents as defined in C1.1(o)(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.
- B23.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B23.7 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.
- B23.8 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 2017-03-24) 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 RFP 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:
Matthew Skinner, P. Eng.
Telephone No. 204-986-6425
Email Address: mskinner@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 B7.

D3. BACKGROUND

D3.1 The City of Winnipeg owns and operates the Greater Winnipeg Water District (GWWD) railway which is used to transport workers and materials to and from the Shoal Lake Aqueduct Intake Facility, and for maintenance purposes along the Shoal Lake Aqueduct.

D3.2 In October 2017 damage to the railway crossing protection at the GWWD railway and Trans-Canada Highway No. 1 crossing (Mile 67.4) occurred when a truck struck the north side light standard and signal battery box on the east-bound lane. The north side light standard and signal battery box have since been removed. The remaining light standards remain in place, but are not functional and GWWD railway staff must manually perform safety flagging when crossing the highway.

D3.3 The original flashing light signals were installed in 1967 when it was determined that traffic volumes necessitated the installation of automatic protection, and expanded upon in 1975 when the highway was divided and the east-bound lanes constructed. Re-drawn copies of the original crossing protection have been provided in Appendix D.

D3.3.1 The record drawings provided herein are for informational purposes only and the City makes no claim or liability to the accuracy of the information provided.

D3.4 Manitoba Infrastructure has planned paving work in the vicinity of the railway crossing, including paving the shoulders and re-paving the highway, scheduled for the 2019 construction season.

D3.5 The existing crossing protection is currently powered by an overhead connection from power source north west of the crossing via a series of hydro poles, which are in poor condition. Manitoba Hydro has provided a new hydro pole north east of the crossing for the purpose of servicing the renewed crossing protection infrastructure.

D4. DEFINITIONS

D4.1 When used in this RFP:

- (a) "Fee(s)" means the fee(s) in accordance with B9 for the Consultant to perform the Services;
- (b) "GWWD" means the Greater Winnipeg Water District;

- (c) "Key Personnel" means an individual designated in a Proponent's Proposal to perform a lead role in one or more of the proposed key organizational positions indicated in this RFP for the Proponent or its Team Members;"
- (d) "MI" means Manitoba Infrastructure;
- (e) "RFI" means Request for Information;

D5. GENERAL REQUIREMENTS

D5.1 General Requirements of the Consultant

- D5.1.1 The Consultant shall ensure that the Scope of Services is performed under direct supervision of a Professional Engineer.
 - (a) All drawings, reports, recommendations and other documents involving the practice of professional engineering shall bear the stamp or seal and signature of a qualified engineer as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and By-laws of Engineers Geoscientists Manitoba.
 - (b) Final design documents irrespective of the level of design shall have an engineer's seal.
 - (c) Other reports and documents not involving the practice of professional engineering, such as letters of information, minutes of meetings, may be originated and signed by other personnel engaged by the Consultant and accepted by the City.
- D5.1.2 Progress estimates, completion certificates and other reports related to the technical aspects of this Project, shall be endorsed by the Consultant's Representative in a manner acceptable to the City.
- D5.1.3 The Consultant shall, at a minimum, utilize the most current industry standard sustainable practices and conform to the latest codes, standards, regulations and legislative requirements in effect. The Consultant shall liaise with the City on the application of codes and standards.
- D5.1.4 The Consultant shall not substitute or replace Key Personnel throughout the duration of the Project without the written approval of the Project Manager. Experience and qualification as specified in B11 shall be submitted for all requested substitute(s) and replacement(s).
- D5.1.5 The Consultant shall coordinate and obtain approval/permit(s) where required, including but not limited to: Manitoba Hydro, MTS, and City Departments.
- D5.1.6 The following shall apply to the Services:
 - (a) City of Winnipeg Water & Waste Department Electrical Design Guide;
 - (b) City of Winnipeg Water & Waste Department Equipment Identification Standard ;
 - (i) This standard is only applicable to new equipment. Existing equipment names shall be maintained as much as is practical to minimize impact to existing systems.
 - (c) Universal Design Policy:
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>;
 - (d) City of Winnipeg Water and Waste Department Computer Assisted Drafting (CAD) and Geographic Information System (GIS) Standards, available at
http://winnipeg.ca/waterandwaste/dept/cad_gis.stm;
 - (e) Transport Canada's Canadian Road/Railway Grade Crossing Detailed Safety Assessment Filed Guide (2005);
 - (f) Transport Canada's Grade Crossing Regulations (2014);
 - (g) Transport Canada's Grade Crossing Standards (2014); and
 - (h) Transport Canada's RTD 10 Road/Railway Grade Crossings Technical Standards and Inspection, Testing and Maintenance Requirements (2002)

D5.2 General Requirements for Project Deliverables

- D5.2.1 Project Deliverables include but are not limited to the crossing assessment, detailed design, specifications and drawings, and cost estimates.
- D5.2.2 All Project Deliverables are to be delivered with a document lifecycle approach.
- D5.2.3 Where possible, all documents provided as PDF shall be searchable.
- D5.2.4 Unless otherwise indicated, the review period for Project Deliverables shall be a minimum of two (2) weeks and correspond to the number of pages and complexity of the document. The Consultant shall indicate these review periods on the Critical Path Method schedule as outlined in B13.
- D5.2.5 All Deliverables shall have incorporated the Consultant's internal quality procedures before being submitted to the City.
- (a) All Deliverables shall be reviewed by a representative of the Consultant who is proficient in technical writing prior to being submitted to the City.
 - (b) Any Deliverables deemed by the City to be of poor quality shall be rejected and will be required to be revised and resubmitted at no additional cost to the City.
- D5.2.6 The Deliverables shall be submitted in a substantially completed draft format for review prior to submittal as a final document.
- (a) Draft versions of documents shall be submitted in native format.
 - (b) All Deliverables shall be submitted to the Project Manager.

D5.3 General Requirements for Drawings

- D5.3.1 Drawings shall not be prepared using the City's GeoMedia and Google Earth screen captures and instead shall be prepared from the legal plans, certificates of title, as-built records and topographic survey.
- D5.3.2 All profile components of Drawings shall be in natural scale.
- D5.3.3 Where existing systems are being modified, the existing Drawings shall be modified or superseded rather than creating a new Drawing only showing a limited portion of the new work.
- D5.3.4 The City will provide comments on the draft Drawings. Comments shall be reviewed and incorporated into the final Drawings.
- D5.3.5 All Drawings shall be submitted in AutoCAD format version 2012 and in 11x17 hard copy format, unless otherwise specified.

D5.4 General Requirements for Photographs

- D5.4.1 All photographs submitted to the City as part of the Project shall include captions with the following information:
- (a) date photograph was taken;
 - (b) location and orientation where the photograph was taken; and
 - (c) a brief description of what is depicted by the photograph.

D5.5 General Requirements for Meetings

- D5.5.1 Provide an agenda within two (2) Business Days of the meeting date.
- D5.5.2 Provide meeting minutes within one (1) week of the meeting date.

D6. SCOPE OF SERVICES

- D6.1 Unless otherwise stated, Appendix A – Definition of Professional Consultant Services (Consulting Engineering Services) shall be applicable to the provision of Professional

Engineering services for this project. These services are specific to Detailed Design and Contract Administration Services.

- D6.2 Provide consulting engineering and contract administration services for the renewal of the crossing protection signals at the GWWD railway and Trans-Canada Highway 1 crossing as outlined in D7 thru D13. The major components of the Work include but are not limited to the following:
- (a) preparation of a detailed safety assessment of the crossing and existing crossing protection including, but not limited to: a topographic survey of the crossing; and assessment of the crossing surface, road geometry, sightlines, signs and roadmarkings, the crossing warning system, and the flashing light units;
 - (b) preparation of a detailed design for the crossing protection including but not limited to: the crossing signal electrical drawings, structural drawings for signal light cantilevers and foundations, plan drawings;
 - (c) preparation of a demolition plan for the existing infrastructure deemed not suitable for reuse;
 - (d) Assist with the procurement process; and
 - (e) provision of resident and non-resident Contract Administration Services, as well as Post-construction Services to ensure that construction is in accordance with the Contract documents.
- D6.3 The Services required under this Contract shall consist of engineering services for the renewal of the crossing protection signals at the GWWD railway and Trans-Canada Highway 1 crossing, as outlined in D7 thru D13 .
- D6.3.1 The Services required under D7, D8, D9, D10, D11, and D13 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D7. PROJECT MANAGEMENT

- D7.1 Plan, organize, secure and manage resources to complete the phases outlined in D8 to D13.
- D7.2 Create and submit a project management plan at least two (2) days prior to the Project kick-off meeting. The project management plan shall include but not be limited to:
- (a) Scope and Schedule
 - (i) Include the information required in B13.
 - (ii) Provide a Deliverable based work breakdown structure that identifies major elements relative to how the assignment will be managed and in terms of tangible and verifiable results (including milestones, critical triggers, Deliverables, etc.).
 - (iii) Provide a Project schedule, listing all Project activities and milestones. Identify responsibilities, timelines and dependencies for all activities and milestones.
 - (iv) The approved schedule will be used as the Project baseline throughout the Project.
 - (b) Budget
 - (i) Include the information required in B9.
 - (ii) Include a description of the processes used to carry out earned value analysis such that the Project's performance can be measured against scope, schedule and cost baselines.
 - (c) Quality Management
 - (i) Describe quality management methods used to address quality planning, quality assurance and quality control for the following:

- (i) field surveying procedures and controls;
 - (ii) data review, verification, and validation;
 - (iii) City reviews;
 - (iv) corrective action process; and
 - (v) quality assurance and control of Deliverables.
 - (d) Human Resources
 - (i) Describe the team organizational and management approach.
 - (ii) Include an organizational chart.
 - (e) Communication
 - (i) Describe communication interfaces (organizational, technical and interpersonal) and the roles and responsibilities of each stakeholder.
 - (ii) Identify the processes that will be used to liaise with the City throughout the provision of the Services and to provide ample opportunity for input and review by the City's Project team.
 - (f) Health, Safety and Security
 - (i) Include a health and safety plan (which will be updated as needed throughout the Project) specific to the Scope of Services.
 - (g) Change Management Plan
 - (i) Identify the schedule, quality and budget impacts of any proposed changes.
 - (h) Quality Assurance and Control plan
 - (i) Establish appropriate levels of review and approvals for all project deliverables.
 - (i) Risk Management Plan
 - (i) Develop a risk management plan identifying risk event causes, risk event outcomes, degree of certainty, effects on Project objectives, severity of risk, response/action(s) to be undertaken, contingency plan and associated costs to manage risks.
 - (ii) Outline process for updating the risk management plan in various phases of the Project.
- D7.3 Submit monthly project status reports, including the following:
- (a) work carried out in the previous month;
 - (b) work in progress;
 - (c) work anticipated for the following month, including projected person-hours;
 - (d) percentage completion of each task and the overall Project;
 - (e) information requests for the following month;
 - (f) issues to date;
 - (g) schedule and quality performance. In particular, report on items that are behind schedule and how they will be addressed;
 - (h) modifications to the Project management plan;
 - (i) budget and actual cost for completed tasks and projected cost for planned tasks; and
 - (j) description, action and mitigation of extreme and high risk(s);
- D7.3.1 Monthly project status reports shall be a maximum of two (2) pages and be submitted within three (3) days of months end.
- D7.4 Schedule and chair milestone meetings and provide minutes at the following stages:
- (a) project kickoff meeting – to be scheduled upon award of the Project;
 - (b) upon completion of the crossing assessment;
 - (c) upon completion of the detailed design; and

- (d) pre-construction meeting at the worksite or near the worksite to be attended by the Consultant's Contract Administrator, as well as the on-site Inspector, the Contractor, and the Department's Project manager (to be scheduled upon award of the construction contract).

D7.4.1 Additional meetings may be required in the event that issues arise during the course of the project.

D7.5 Provide adequate notice (at least one (1) week) prior to any site visit or work that will require assistance from City personnel.

D7.6 Carry out other project management activities as required.

D7.7 The Consultant's Project Manager shall be the prime contact with the City's Project Manager for the duration of the Project.

D8. CROSSING ASSESSMENT

D8.1 In accordance with the procedure laid out in Transport Canada's Canadian Road/Railway Grade Crossing Detailed Safety Assessment Field Guide the Consultant will conduct a site visit in order to assess:

- (a) the grade crossing surface;
- (b) the road geometry;
- (c) sightlines;
- (d) signs and roadmarkings;
- (e) the grade crossing warning systems; and
- (f) flashing light units

D8.2 Conduct a topographic site survey of the crossing and related infrastructure;

D8.3 Develop options for renewal/replacement of the crossing protection to current Transport Canada Grade Crossing Standards.

D8.4 Prepare an AACE Class 3 Cost estimate for the recommended option using the City's Basis of Estimate template (available at: <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3>).

D8.5 Prepare an AACE Class 3 cost estimate and detailed scope of work for replacing the damaged crossing protection infrastructure to its original condition, without upgrades, for the purpose of filing an insurance claim. Use the City's Basis of Estimate template for the cost estimate (available at: <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3>).

D8.6 Detail the findings from D8.1 to D8.5 in a technical memorandum.

D9. DETAILED DESIGN

D9.1 For bidding purposes only, assume the following regarding detailed design:

- (a) all four cantilevers will be replaced;
- (b) crossing gates are not required;
- (c) a solid-state controller for both east and west end crossings is required;
- (d) a Ring 10 design with 2 islands is required;
- (e) a new bungalow is required; and
- (f) a new power source from the nearest hydro pole north east of the west-bound crossing is required, and the existing power source and associated hydro poles are to be abandoned.

- D9.2 Prepare detailed design drawings for the recommended option presented in D8 including, but not limited to: plan drawings, crossing signal electrical drawings, structural drawings for cantilevers and cantilever foundations.
- D9.3 Identify and obtain the required regulatory approvals for the Work.
- D9.4 Coordinate design with third parties including, but not limited to: Manitoba Hydro, Manitoba Infrastructure, and communications utilities.
- D9.5 Prepare a demolition plan for existing crossing protection infrastructure deemed not suitable for reuse, including the existing control box and power feed, hydro poles, cantilevers, and cantilever foundations.
- D9.6 Prepare a draft and final Tender for the recommended option presented in D8 including: technical specifications and detailed construction drawings clearly identifying the scope, materials, and methods for all components of the Work.
- (a) All construction drawings are to have a Department drawing number assigned before the work is tendered. Drawing numbers shall be requested from Mr. Stan Wos, telephone 204-986-7636.
 - (b) Submit two (2) paper copies and one (1) electronic PDF copy of the draft Tender package for City review:
 - (c) Allow a minimum of two (2) weeks for the City to review the draft Tender.
- D9.7 Prepare a Class 1 cost estimate for the construction of the proposed crossing protection infrastructure using the City's Basis of Estimate template (available at: <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3>).
- D9.8 Procurement
- (a) Arrange for posting of the Tender with the Materials Management Division and provide the Tender package in a PDF format, acceptable to the Material Management Division.
 - (b) Arrange for and attend bidder's Site visit(s).
 - (c) Respond to enquiries from interested contractors during the bidding period.
 - (d) Review all Bid Submissions and provide a recommendation for Contract Award to the Department.

D10. CONTRACT ADMINISTRATION - NON-RESIDENT SERVICES

- D10.1 Coordinate and monitor the progress of the work to ensure that the Work is progressing in accordance with the contract documents and the construction protocols.
- D10.2 Act as a liaison between the Public, the Contractor, other utilities, and the City to address issues that are encountered during the course of the work.
- D10.3 Review shop drawings provided by the Contractor to ensure to the City that the shop drawings are in conformance to the contract drawings and specifications.
- D10.4 Review and report laboratory test results conducted upon materials and/or equipment placed or installed by the Contractor to ensure conformance to the contract drawings and specifications.
- D10.5 Review alternative materials and methods, subject to acceptance by the City.
- D10.6 Review and reconcile extra work claims submitted by the Contractor and make recommendations to the City for payment, if any.
- D10.7 Prepare, certify and submit progress estimates to the City for payment to the Contractor.

D10.8 Use the appropriate City templates throughout the course of the Project. Upon Project award, the City will supply the Consultant with the following City templates to be used during the project:

- (a) pre-construction meeting agenda and meeting minutes;
- (b) proposed change notice;
- (c) proposed change notice log;
- (d) request for information (RFI);
- (e) RFI log;
- (f) field instruction;
- (g) field instruction log;
- (h) change control log;
- (i) change in scope of service;
- (j) change work order;
- (k) decision log;
- (l) daily construction report;
- (m) inspection report;
- (n) meeting minutes;
- (o) site meeting minutes;
- (p) project status report;
- (q) Certificate of Substantial Performance;
- (r) Certificate of Total Performance; and
- (s) Certificate of Acceptance.

D11. CONTRACT ADMINISTRATION - RESIDENT SERVICES

- D11.1 Provide full-time Site inspection Services when the contractor is on-Site to ensure that the construction conforms to the design drawings and specifications.
- D11.2 Coordinate other works by third parties on the Site including, but not limited to: Manitoba Hydro, Manitoba Infrastructure, communications and other City forces.
- D11.3 Prepare prompt reports regarding unusual or changed Site conditions which may result in extra work to the Project.
- D11.4 All extra work to the Project shall be reviewed and approved by the City's Project Manager prior to approval being given to the Contractor to undertake to Work.
- D11.5 Complete minutes for all site meetings and distribute to all in attendance. Assume one (1) site meeting in addition to the kickoff meeting in D7.4 and the milestone meetings listed in D13.1.

D12. AS-BUILT DRAWINGS

- D12.1 Prepare and submit as-built drawings within one (1) month of total performance.
- (a) Submit one (1) electronic copy of the draft as-built drawings in PDF format for the City to review;
 - (b) Allow a minimum of three (3) weeks for the City to review the draft as-built drawings.
- D12.2 Upon receipt of City review comments submit one (1) set of size A1 Mylar, one (1) electronic copy of PDF and AutoCAD files of the final as-built drawings.
- D12.3 Further to D5.3, authenticated as-built drawings shall be prepared as defined in Section 1.2.3 of the APEGM document "Authentication of Hardcopy and Electronic Professional Documents".

D13. POST-CONSTRUCTION SERVICES

- D13.1 Coordinate inspections of the completed Works at the following Project milestones:
- (a) Substantial Performance;
 - (b) Total Performance; and
 - (c) Final Acceptance.
- D13.2 Coordinate with the Contractor, the City, and other relevant parties any commissioning activities required before any components of the crossing protection can be put into active service.
- D13.3 Complete and submit all Substantial Performance documentation in accordance with the Builders' Liens Act.
- D13.4 Complete and submit Total Performance documentation in accordance with the City of Winnipeg General Construction Conditions.
- D13.5 Complete and submit Final Acceptance documentation in accordance with the City of Winnipeg General Construction Conditions.
- D13.6 Coordinate with the Contractor and Equipment Supplier to provide five (5) full hardcopy sets of all Operation and Maintenance manuals to the City for all newly installed equipment and devices, along with one (1) electronic copy.
- D13.7 Prepare and submit draft and final as-built drawings within two months of Substantial Performance. Both the draft and final as-built drawing submission shall include:
- (a) a transmittal letter to the Department's Supervisor of Drafting and Graphic Services, copied to the City's Project Manager;
 - (b) two (2) 11x17 paper copies;
 - (c) one (1) complete set of full size (A1) hard copy drawings;
 - (d) one (1) electronic copy of PDF files; and
 - (e) one (1) copy of the AutoCAD files (for final as-built drawing only).
- D13.8 The as-built drawings are to include the following:
- (a) all construction details;
 - (b) complete materials list for each individual component installed;
 - (c) date of installation of Works (Substantial Performance); and
 - (d) installation Contractor.

SUBMISSIONS

D14. AUTHORITY TO CARRY ON BUSINESS

- D14.1 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.

D15. SAFE WORK PLAN

- D15.1 The Consultant shall provide the Project Manager with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D15.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D16. INSURANCE

D16.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D16.2 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 \$250,000 per claim and \$500,000 in the aggregate.

D16.2.1 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.

D16.3 The policies required in (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.

D16.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under (a) and D16.2(c).

D16.5 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 D16.8.

D16.6 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.

D16.7 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.

D16.8 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

D17. COMMENCEMENT

D17.1 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.

D17.2 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 D14;
 - (ii) evidence of the insurance specified in D16;
- (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D17.3 The City intends to award this Contract by May 22, 2019.

D18. CRITICAL STAGES

D18.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

- (a) Submission of the Crossing Assessment described in D8 shall be no later than July 3, 2019;
- (b) Final design for crossing protection replacement completed and accepted by the City by September 25, 2019;
- (c) Tender for crossing protection construction closing by October 16, 2019.

APPENDICES

APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES - ENGINEERING

APPENDIX B – SITE MEETING LOCATION

APPENDIX C – SKETCH: AREA OF WORK

APPENDIX D – REFERENCED DRAWINGS