



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 381-2021

**PROFESSIONAL CONSULTING SERVICES FOR THE REHABILITATION OF ROUTE
90 CULVERT OVER OMAND'S CREEK**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR THE REHABILITATION OF ROUTE 90 CULVERT OVER OMAND'S CREEK

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 12, 2021.

B2.2 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 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.

B3.4 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.

B3.5 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.

B3.6 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.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/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.
- 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.
- B6.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the number of pages is limited to twenty (20), including all tables, drawings, photos and appendices, and all pages should be of size 8.5" x 11", except drawings, tables and schedules, which can be 11" x 17". 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 proposed solution.
- B6.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B6.6.1 Proposals will **only** be accepted electronically through MERX.
- 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 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: Bid/Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid/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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B7.4 Paragraph 13 of Form A: Bid/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;
 - (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: Bid/Proposal should be entered 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 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), An allowance of up to 8% may be made for overhead expenses. The amount for each disbursement shall be shown on Form P: Person hours as Type 1 Disbursement.
- B8.5 Further to B8.4, the Fee Proposal, in addition to the Total Bid Price, include an allowance for geotechnical drilling, hydro-excavation, permit fees, and related costs for direct on-site supervision of these activities. For Contract Award, an allowance will be added to the evaluated

Fee Proposal to cover these costs. An allowance of up to 5% may be made for handling charges. The amount for each disbursement shall be shown on Form P: Person hours as Type 2 Disbursement.

(a) Further to B8.5, the consultant fees for engineering activities associated with these investigations including but not limited to overall project investigation management and planning, analysis and interpretation of results, and preparation of reports shall not be considered disbursements.

B8.6 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.

B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B8.7.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D14. Any such costs shall be determined in accordance with D14.

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B9.1 Proposals should include details demonstrating the history and experience of the Proponent and Subconsultants in applicable professional consultant services as required in D4.1 and as defined in Appendix A for up to two projects of similar scope and complexity and/or similar size and complexity. For each project listed, the Proponent should submit:

- (a) A description of the project;
- (b) Role of the proponent;
- (c) Project's original contracted cost and final cost separated into design and construction costs;
- (d) Year the project was completed;
- (e) Project owner; and
- (f) Reference information (one current name with telephone number per project). Where applicable, information should be separated into Proponent and Subconsultant project listings.

B9.2 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

B10.1 Describe your approach to overall team formation and coordination of team members.

B10.1.1 Include an organizational chart for the Project.

B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, 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 similar to that proposed for this Project. 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 B10.1 to B10.3, include personnel for evaluation of award of possible future phases, Construction Administration and Post Construction Services in 2022.

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project. Methodology should be presented in accordance with the Scope of Services identified in D4. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project. Proponents shall describe their methods for quality control and quality assurance.

B11.2 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of geometric design, urban design, construction staging, access and right-of-way management, pedestrian and cycling accommodation during construction, safety, culvert design, municipal design, and how the stakeholder discussions and feedback integrates into the planning and decision-making process;
- (c) the proposed construction budget as identified in D3.10;
- (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.
- (f) The Proposal should explicitly list dates for all key meetings and list all the planned deliverables and their formats for the project and state any assumptions made with respect to the deliverables and the Scope of Services. The Proposal should also list all activities and services to be provided by the City.

B11.3 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.

B11.3.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.

B11.3.2 Additionally, include rates for future years for all personnel identified for future phases, as per B10.4.

B11.4 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.3.

B11.5 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B11.5.1 The table should also include the cost of all applicable disbursements and any associated mark-ups. Subtotals should be provided summarizing the costs for each individual, each task, and each Phase of the assignment. For each person identified in B10.1, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B12. PROJECT SCHEDULE (SECTION F)

B12.1 Proponents should provide a brief methodology including the key issues and criteria that will establish the proposed construction schedule. The methodology should address any relevant

information that convey the Proponent's understanding of the Project requirements with respect to how the Project schedule has been developed.

B12.2 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.

B12.3 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B13. DISCLOSURE

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

B13.2 The Persons are:

- (a) Morrison Hershfield Limited, who performed the Functional Design Study and evaluated structure rehabilitation options for the box culvert and proposed roadside safety protection upgrades. The Study commenced in Summer 2020 and the final report completed in August, 2021 is available to proponents as specified in D5.3(a).

B14. CONFLICT OF INTEREST AND GOOD FAITH

B14.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services 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.

B14.3 In connection with its Proposal, each entity identified in B14.2 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.

B14.4 Without limiting B14.3, 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.

B14.5 Without limiting B14.3, 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 Services 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 Services that fails to comply with any requirements prescribed by the City pursuant to B14.4 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.

B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

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;

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

B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and

- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

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 Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B16.3 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).

B16.3.1 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.

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 11 of Form A: Bid/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 Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

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, 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) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 15%
- (f) Project Understanding and Methodology (Section E) 30%
- (g) Project Schedule. (Section F) 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 qualified.

B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B21.5 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B21.6 Further to B21.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.4.

B21.7 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, in accordance with B9.

B21.8 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, in accordance with B10.

B21.9 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, in accordance with B11.

B21.10 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.

- B21.11 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.13 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. 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 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 qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- (a) Refer to B10.4 and B11.3.2 for further details on potential award of future phases.
- B22.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B22.6.1 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 award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B22.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D14 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B22.9 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.
- B22.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent 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 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, M.Sc., P. Eng., CIM, PMP
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.

D3. INTRODUCTION AND BACKGROUND

D3.1 The administrative structure for the City of Winnipeg is a Chief Administrative Officer (CAO) who is the head of the public service and provides overall leadership to all City departments.

D3.2 This assignment generally encompasses undertaking engineering services related to rehabilitation of the Omand's Creek culvert on King Edward Street and upgrading the roadside safety in its vicinity.

D3.3 Route 90 (King Edward Street) is the main north-south corridor through the west side of the City of Winnipeg. It serves as a major arterial and truck route and handles approximately 32,000 vehicles per day within the project limits. The concrete box culvert located on Route 90 immediately north of the Dublin Avenue intersection was constructed in 1971, replacing a wooden bridge, and provides a five-lane crossing of the creek; three lanes for southbound vehicular traffic and two lanes for northbound vehicular traffic. The minimum out to out width of the top slab is 27.43m including two 2.74m sidewalks and a 2.44m median. The structure is a twin cell reinforced concrete box culvert with each cell being 3.66m wide and 2.13m high. The culvert has no fill depth and the top slab of the culvert is the riding surface.

D3.4 Previous major rehabilitation of the structure occurred in 1985, which included installation of aluminum balanced traffic rail, replacement of approach slabs, curbs, approach sidewalk slabs, as well as partial depth removal of concrete from the existing top slab, and placing a high-density concrete overlay with epoxy coated reinforcement. Since then, minor repair works have occurred during the past two decades.

D3.5 Based on recent OSIM inspection reports and chloride ingress testing, the culvert is currently predicated to be in good to fair condition with some culvert elements showing signs of age and deterioration. Furthermore, the service life of the rehabilitation completed in 1985 estimated that the remaining service life of the structure to be a minimum of 35-40 years. It is anticipated that the existing structure can be rehabilitated if intervention occurs within a 5 to 10 year timeframe.

D3.6 The at-grade Route 90 signalized intersection with Dublin Avenue located just south of the Omand's Creek culvert crossing requires geometric improvements and safety considerations due to:

- (a) Inadequate turning radius for southbound to westbound truck movement – This results in the aluminum balanced traffic rail getting consistently hit by trucks requiring regular repair and maintenance.

- (b) Substandard Roadside Safety - The posted speed limit on Route 90 is 70 km/h (design speed 80 km/h). Existing northbound and southbound roadside hazard protection consists of aluminum balanced barrier which no longer meets City standards for this design speed. The minimum Clear Zone at this location is 6.0 m and therefore protection is required at the creek.

D3.7 To address the condition of the structure and the substandard roadside safety, including a Class 4 estimate, a conceptual design study was completed in Summer 2021. The key objectives for the Study were as follows:

- (a) The box culvert will gain a minimum 50-year service life increase after the structure is rehabilitated;
- (b) The rehabilitation should be completed using staged construction with at least one traffic lane open in each direction, at minimum; and
- (c) The assessment of geometric improvements and safety considerations to bring the Route 90 intersection with Dublin Avenue to current standards.

D3.8 The conceptual design study evaluated structure rehabilitation options for the box culvert and proposed roadside safety protection upgrades. The recommended culvert rehabilitation plan proposed mid depth mill and fill overlay (~50mm), localized partial to full depth repairs on culvert roof slab and walls, and removal and replacement of the approach slabs. The plan also included, localized partial depth concrete repairs on wingwalls and headwalls, replacement of headwall chain-link fencing mesh, and reconstruction of the pedestrian traffic barriers and sidewalks.

D3.9 The proposed roadside safety and geometric improvements as recommended in the Study included replacing the existing aluminum balanced barrier with a concrete barrier at the back of sidewalks. Swept path analysis for all four corners of this intersection indicated that the only corner which does not currently accommodate WB-20 or BTD right turning movements is the northwest corner and therefore widening of the pavement for the southbound to westbound movement is required.

D3.10 The Class 4 cost estimate to address the condition of the structure and the substandard roadside safety is \$1,155,000.

D3.11 The objective of the proposed design phases as part of this RFP is to further develop the recommended culvert rehabilitation plan and associated roadside safety and geometric improvements in accordance with conceptual design report to achieve the objectives listed in D3.7.

D3.12 The project will be carried out in a staged approach with preliminary design, detailed design, and contract administration phases. It is anticipated that preliminary design would assess existing conditions and confirm the best way to proceed. Detailed design will then advance all aspects of the completed preliminary design to finalization of drawings, specifications, and construction cost estimates.

D3.13 City's proposed project schedule for the work is:

- (a) Draft preliminary design report submitted for City review by February 11, 2022
- (b) Detailed design starting in February 2022.
- (c) Tendering in May 2022.
- (d) Construction starting in June 2022 and completed in October 2022.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of preliminary design and detailed design of the major rehabilitation and widening of the existing box culvert, and implementing roadside safety and geometric improvements in, accordance with the following:

- (a) Preliminary Design as outlined in D5.
- (b) Detailed Design as outlined in D6.
- (c) Future Phases as outlined in D7.

D4.1.1 The Services required under (a) and (c) 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.

D4.1.2 The successful proponent will coordinate their activities with (including but not limited to):

- (a) City of Winnipeg (various departments and branches), including but not limited to Public Works Engineering, Parks and Open Spaces, Naturalist Services, Traffic Signals, Traffic Services, Traffic Management, Transportation Planning, Transit Department, Planning Property & Development Department, Real Estate, Urban Design, Insurance, Legal Services, Materials Management, Corporate Communications, and the Office of Public Engagement.
- (b) The Water and Waste Department and/or their representative(s), for the renewal or abandonment of the water mains, for the renewal or abandonment of the sewer mains, and water and sewer repairs.

D4.2 For all Phases, include any and all associated ancillary services required to successfully complete the Work to the satisfaction of The City of Winnipeg.

D4.3 The following shall apply to the Services:

- (a) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- (b) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
- (c) City of Winnipeg's Transportation Standards Manual (Draft 2012);
- (d) Transportation Master Plan 2011;
<https://winnipeg.ca/publicworks/transportation/pdf/transportationMasterPlan/2011-11-01-TTRWinnipegTMP-Final-Report.pdf>
- (e) Transportation Master Plan 2050 (ongoing), refer to;
<https://winnipeg.ca/publicworks/transportation/transportationmasterplan.stm>
- (f) Winnipeg Transit Master Plan, as submitted to the Standing Policy Committee on Infrastructure Renewal and Public Works (SPC-IRPW) on Thursday, March 11, 2021 (Report #4);
<http://clkapps.winnipeg.ca/dmis/ViewDoc.asp?DocId=20797&SectionId=&InitUrl=>
- (g) City of Winnipeg's Accessibility Design Standards (latest edition);
http://winnipeg.ca/ppd/Universal_Design.stm
- (h) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009);
- (i) City of Winnipeg's Tree Removal Guidelines (latest edition);
- (j) The current edition of The City of Winnipeg Standard Construction Specifications.
- (k) The current edition of The City of Winnipeg Standard Construction Specifications.
- (l) Winnipeg Pedestrian and Cycling Strategies, <http://walkbike.winnipeg.ca>
- (m) Current and best practices in pedestrian and cycling infrastructure design.
- (n) Canadian Highway Bridge Design Code, CSA S6-14.

- (o) Ontario Structures Inspection Manual (OSIM), latest edition.
- (p) City of Winnipeg's Project Management Manual and associated templates and processes;
<http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2>
- (q) City of Winnipeg Zoning By-law (200/2006);
- (r) The Accessibility for Manitobans Act;
http://www.accessibilitymb.ca/pdf/accessibility_for_manitobans_act.pdf

D4.4 On December 16, 2020, Council adopted the 2021 Capital Budget, which includes Waterway Crossing and Grade Separations - Annual Program. This cited design phases of this project will be funded from this Program. The funds available for the design phases inclusive of disbursements are \$150,000.

D5. PRELIMINARY DESIGN

D5.1 Services as defined in Appendix A shall include but not be limited to:

D5.2 Meetings

- (a) The Consultant shall hold meetings with the City Project Manager and members of the appointed City of Winnipeg Project Technical Steering Committee at key times.

D5.3 Conceptual Study Follow-Up

- (a) Review pertinent background information including the Conceptual Study as noted in D3.7 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.
- (b) At the outset, provide comments and rationale in a memo on the Conceptual Study indicating areas of concurrence and areas where other alternatives are to be explored.

D5.4 Data Collection

- (a) Carry out detailed on-site topographic surveys inspections and site information gathering. Surveys should be sufficiently detailed and comprehensive to develop base plans, elevation models and cross sections for detailed design and the development of construction drawings

D5.5 Geotechnical Riverbank and Slope Investigation and Analysis

- (a) Perform a geotechnical investigation sufficient to design the recommended alternative. Carry out slope stability analysis of the existing adjacent creek bank along with an assessment of loading on the culvert headwall to determine if additional upper bank loading from the relocated sidewalk is acceptable. Fees for geotechnical drilling including sampling, and material testing shall not be included in the Fee Proposal, nor shall they include costs for direct on-site supervision of these activities. However, a geotechnical investigation program shall be proposed and an estimated budget provided separately from the Fee Proposal as Type 2 Disbursement.

D5.6 Utilities

- (a) Review existing utilities at and near the culvert and hold meetings with representatives from the utilities as necessary. Perform hydro-excavation if necessary to confirm elevations. Fees for hydro-excavation shall not be included in the Fee Proposal. A hydro-excavation 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.
- (b) Determine whether there will be any utility relocation requirements in consultation with the proper authority and the City of Winnipeg.
- (c) Consider impacts to street lighting and traffic signals.
 - (i) Liaise and coordinate with Manitoba Hydro as may be required for relocation or adjustment of street lights.

- (ii) Work with City Traffic Signals Branch to stage and relocate signals infrastructure as required. Design new concrete base for relocated signal poles.
- (d) Consider impacts to land drainage infrastructure.
 - (i) There are two 1350mm LDS stub pipes on the south side of Omand's creek connected to the 1500 LDS pipe running down King Edward. One stub is east of King Edward, and the other is heading west. A pre-construction condition analysis is required to confirm status of these two pipes as well as a post construction survey to identify any change in condition as a result of the box culvert rehabilitation.
 - (ii) There also appears to be a 300mm CMP on the north side of the creek that may be acting as an overflow pipe from the King Edward LDS pipe. Care and caution will be required working around this pipe and the MH at this location.

D5.7 Property

- (a) Assess property requirements to confirm no additional property requirement and/or construction easements are required.

D5.8 Regulatory Requirements

- (a) Determine regulatory approval requirements that may be necessary.

D5.9 Culvert Condition Assessment

- (a) To supplement the chloride ingress information included in the Conceptual Design Report, perform a condition assessment of the culvert roof slab and approach slab, including a concrete cover depth survey to confirm concrete and rebar condition by its removal in select locations. It is recommended to assess the roof slab concrete / rebar condition at locations coinciding with cracks in culvert barrels and also at locations where the concrete is anticipated to be in good condition. Concrete removals and subsequent patching will be undertaken by the Bridge Planning and Operations Branch personnel. Consultant to recommend locations of open patches and be present on site to document condition. This assessment will confirm the appropriate milling depth and concrete condition to verify the viability of the proposed rehabilitation option.

D5.10 Design of Culvert Modifications and Rehabilitation

- (a) Develop the recommended rehabilitation and culvert modification configuration with the intent of conserving and maximizing the reuse of existing structure that can provide adequate cross-sectional dimensions.
- (b) Rationalize the proposed cross-sectional dimensions to ensure that the rehabilitation can be completed using staged construction with provision of at least one lane in each direction.
- (c) Develop a construction staging plan that will inform the City as to the duration the project will take to complete.
- (d) Explore design measures to lower flow velocities that exceed currently permitted fish passage requirements.

D5.11 Roadside Safety Improvements Design

- (a) Develop the proposed roadside safety and geometric improvements as recommended in the conceptual design study.
- (b) Minimize impact to existing trees and boulevards as part of the design

D5.12 Traffic Management During Construction

- (a) In consultation with the City, develop a construction traffic management plan and construction staging drawings, considering vehicles, trucks, Winnipeg Transit operations, pedestrians, cyclists, emergency vehicles, access management, and signal timings during construction.

- (b) One lane of traffic is to be provided in each direction on King Edward Street during construction. It is desirable to maintain at least one of the sidewalks over Omand's Creek during construction.

D5.13 Stakeholder Relations

- (a) The stakeholder relations scope should include the following:
 - (i) The Consultant should develop a stakeholder relations and communications plan including clear goals and objectives for each phase of the project. Examples of this can be provided to the successful proponent upon request;
 - (ii) The Consultant should develop, in consultation with the City, a comprehensive stakeholder list, along with contact information and should update and maintain the list throughout the Project. The stakeholder list will identify key stakeholders in the Project area that may be impacted by the Project. This list will also include groups with a high interest in the outcomes of the Project. The consultants will organize key stakeholders into tiers based on needs, interests, and impacts on stakeholders and stakeholder groups;
 - (iii) The Consultant should organize meetings with key stakeholders (and City staff where appropriate) to build relationships and ensure that opportunities and outstanding issues are addressed. The key stakeholders may include but may not be limited to; landowners, business owners, residents, provincial or federal entities, other City of Winnipeg departments, and with those affected by changes to traffic flow; and
 - (iv) The Consultant should develop content for communications with stakeholders and affected landowners, and provide to City communications coordinator for review, revision, and approval. This may include, but may not be limited to direct letters and updates to residents and businesses. Please note that no materials are to be distributed to stakeholders or the public without this communications review.

D5.14 All stakeholder lists, contact information and correspondence with stakeholders and the public, should be tracked by the consultants and should be returned at the end of the Project. Stakeholder and public correspondence tracking logs and lists may be requested by the Project team during the Project.

D5.15 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 plan during construction, risk assessment, proposed construction schedule, and stakeholder relations and public engagement feedback. Four (4) hard copies along with an electronic PDF version properly bookmarked of the final report shall be submitted.
- (b) A draft report is to be submitted. The review period will be two (2) weeks.
- (c) The report is to be finalized after incorporating feedback from the City Project Manager and the City Project Steering Committee.

D5.16 Monthly Status Reports

- (a) The Consultant shall submit a written Monthly Status Report to the City's 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) Project stakeholder relations and public engagement status update; and
 - (vi) List concerns, potential problems, risks, etc., for the project.

D5.17 The Consultant will be responsible for project reporting and support to the City's Project Manager for project reporting in accordance with the City of Winnipeg's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>

D6. DETAILED DESIGN (INCLUDING TENDER PREPARATION)

D6.1 Begin detailed design upon authorization from the Project Manager.

D6.2 The proponent shall advance all aspects of the completed preliminary design of the recommended culvert rehabilitation and intersection improvement works to detailed design.

D6.3 Detailed Design Services as defined in Appendix A shall include but not be limited to:

- (a) Undertake detailed design and Bid Opportunity preparation based on the agreed scope of work.
- (b) Obtain any regulatory approvals that may be necessary. Fees for permit fees for the regulatory approvals shall not be included in the Fee Proposal. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.
- (c) Include all services required to award a Contract to the successful bidder.

D6.4 The anticipated scope of construction work includes but may not be limited to:

- (a) Rehabilitation of the existing Omand's Creek culvert on King Edward Street
- (b) Intersection and Roadside Safety Improvements at King Edward Street and Dublin Avenue
- (c) Possible relocation of utilities
- (d) Possible stabilization of creek banks.
- (e) Detailed design drawings, specifications, and construction cost estimates shall be submitted for review to the Project Manager at 50% and 95% completion stages. The Consultant shall allow 2 weeks for review. Drawings shall be submitted for Underground Structures allowing 3 weeks for comments.

D6.5 The Consultant shall submit a written Monthly Status Report to the City's project manager during Detailed Design. The status reports shall include:

- (a) Progress on tasks since previous report;
- (b) Planned accomplishments for the next period;
- (c) Project schedule update;
- (d) Project budget update;
- (e) List concerns, potential problems, risks, etc, for the project.

D7. FUTURE PHASES

D7.1 Contract Administration and Post Construction phases are expected to take place in in 2022.

D7.2 Award of Contract for future phases will be carried out in accordance with B22.5

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. SAFE WORK PLAN

D9.1 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.

D9.2 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>

D10. INSURANCE

D10.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D10.2 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 blanket contractual, Consultant's protective, personal injury, employer's liability, unlicensed motor vehicle liability, if it to be used in the performance of the work, employees as additional insureds, and non-owned automobile liability;
- (iv) a cross liability clause and/or severability of interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.

(b) if applicable, automobile liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.

(c) Professional errors and omissions liability insurance including:

- (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate
- (ii) 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.

D10.3 The policies required in D10.2(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.

D10.4 The Consultant shall require any Contractors or subcontractors hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D10.2(a) , D10.2(b) and D11.3. Work that will take place on the riverbank will require the Contractor or subcontractor to provide and maintain the following insurance coverage:

- (a) Contractors pollution liability insurance in the amount of no less than two million dollars (\$2,000,000) per occurrence covering third party injury and property damage claims including clean-up costs, transported cargo and natural resource damages. Such policy shall name the City as an additional insured and include an extended reporting period or remain in place for twenty-four (24) months following Total Performance
- D10.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D10.2(a) and D10.2(c).
- D10.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance 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 D10.
- D10.7 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.
- D10.8 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.
- D10.9 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

D11. COMMENCEMENT

- D11.1 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.
- D11.2 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 D10.
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D11.3 The City intends to award this Contract by December 10, 2021.

D12. CRITICAL STAGES

- D12.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
 - (a) Submission of a draft preliminary design report including any property requirements for City review by February 11, 2022.
 - (b) Submission of final tender package by April 15, 2022.

D13. COVID-19 SCHEDULE DELAYS

- D13.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the [Services](#) shall be performed by the Consultant with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Project Manager.

- D13.2 If the Consultant is delayed in the performance of the **Services** by reason of the COVID-19 pandemic, the **Services** schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D13.3 A minimum of seven (7) Calendar Days prior to the commencement of **Services**, the Consultant shall declare whether COVID-19 will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of material or work by others.
- D13.4 For any delay related to COVID-19 and identified after **Services** have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D11.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D13.5 The **Services** schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Project Manager.
- D13.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Project Manager, shall be documented in accordance with C8.

THIRD PARTY AGREEMENTS

D14. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D14.1 In the event that funding for the **Services** of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D14.2 Further to D14.1, in the event that the obligations in D14 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in **Services** under C7.
- D14.3 For the purposes of D14:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D14.4 Modified Insurance Requirements
- D14.4.1 If not already required under the insurance requirements identified in **D10**, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty-four (24) months after Total Performance.
- D14.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D14.4.3 Further to D10.6 insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of **Services** as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D14.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D14.5 Indemnification by Consultant

D14.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D14.6 Records Retention and Audits

D14.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D14.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D14.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D14.7 Other Obligations

D14.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D14.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D14.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.

D14.8 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

PART E - SPECIFICATIONS

E1. AS-BUILT DRAWING REQUIREMENTS FOR PUBLIC WORKS PROJECTS (2018)

E1.1 AS-BUILT drawings are required for all Public Works construction projects except for Regional Street Mill & Fill projects and TBO projects, unless specifically declined, in writing, by the Project Manager. AS-BUILT drawing submissions are required for ALL Regional Street renewals, Local Street reconstructions, and any addition to infrastructure inventory such as new streets, street widening's and/or realignments as well as new multi-use paths.

E1.1.1 Though drawings may not be required, note the location of any new or relocated sidewalks, approaches, curb inlets, or bus stops, or any other modifications, on existing streets or intersection improvements in the final project report.

E1.2 Initial submission of AS-BUILT drawings must be received no later than three months after Substantial Performance.

E1.2.1 If Substantial Performance will not be granted prior to year-end, contact Public Works to establish drawing submission requirements (i.e. for snow clearing updates).

E1.3 The drawings are to contain the following information, and be in the format specified below.

E1.4 Drawings are to:

- (a) Be in the AutoCAD format and indicate the version used
- (b) Be AS-BUILT with dimensions corrected in both TEXT and GRAPHICS
- (c) Show pavement dimensions to the "back of curb" (edge of pavement)
- (d) Be produced in the NAD 83, UTM, ZONE 14, (Global co-ordinate system) NOTE: ***aerial/assessment data is available at <https://data.winnipeg.ca/>***
- (e) Indicate whether a scale factor was used, and if used the scale factor will be provided;
- (f) Show all bore holes and their UTM coordinates
- (g) Include, where applicable:
 - (i) Pavement cross-section(s)
 - (ii) Asphalt Supplier
 - (iii) Concrete Supplier
 - (iv) Geotextile used – type, manufacturer & supplier
 - (v) Sub-drains used – type, manufacturer & supplier
 - (vi) Other materials– type, manufacturer & supplier
 - (vii) Contractor and construction date

E1.5 In addition included on the CD's will be a separate drawing in AutoCAD format with the following (8) basic layers (none of which are to include text) and a list describing additional layers used:

Layer Names:

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

E1.6 Include a PDF copy of all as-built drawings

E1.7 Two (2) copies of the AutoCAD Digital Drawings and PDF copies shall be shared by either of the following ways;

- (a) by DVD. Both copies shall be clearly labelled identifying the Project number.
- (b) by USB flash drive. Both copies shall be clearly labelled identifying the Project number.
- (c) FTP site.

E1.8 Consultant to provide and submit separately a borehole .SHP File showing an updated Pavement Core/Test Hole Location Plan and for each location update the soil log to show the actual pavement structure constructed next to the existing.

(a) The provided .SHP file will:

(i) Show all bore holes and their UTM coordinates.

(ii) Include as attributes for each bore hole location:

- ◆ NORTHING
- ◆ EASTING
- ◆ PDF_FILE_NAME
- ◆ BH_ID
- ◆ BID_OPP
- ◆ CITY_FILE_KEY

E1.9 The PDF provided will be a marked up version of the original soil log provided in the geotechnical report. The mark-up will:

(a) Be created for each borehole location

(b) Show the original soil log unobstructed

(c) Show the new pavement structure accurately located vertically next to the existing soil log

(d) Show UTM coordinates of the soil log location

(e) Be labeled with a unique bore hole identification number

(f) Have a unique file name

E1.10 As-built hard copy must be on Mylar paper or an approved alternate and must have a signed Engineer's seal.

E1.11 Information shall be sent by mail or courier to:

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

E2. TREE REMOVAL GUIDELINES

E2.1 These guidelines are applicable to situations where trees in fair to good condition on public boulevards, parks, or natural areas are requested to be removed. The following are some examples;

(a) Movie sets;

(b) Private and commercial approaches;

(c) Planned construction, street work, and water and waste projects.

E2.2 (0 – 10cm) Trees can be replaced at approximately the same size. Customer is responsible for removal utilizing an approved contractor and is to forward the replacement cost (currently \$740 / tree) to the Urban Forestry Branch.

E2.3 (10 – 30cm) Trees are not easily replaced and are valued according to Council of Tree and Landscape Appraisal Formula.

E2.4 (30cm +) The Urban Forestry Branch's position is to deny removal and further consultation with the City of Winnipeg Forester is required.

E2.5 Funding received by The Urban Forestry Branch will be invested back in the form of tree planting within the Ward to maintain the canopy of the urban forest.

E2.6 Additional Guidelines:

- (a) There shall be no appraised value applicable for trees that are dead or are in decline.
- (b) Trees that are part of emergency water and waste projects shall be priced for removal and replacement cost.
- (c) For new easements Manitoba Hydro shall consult with the City of Winnipeg Urban Forestry Branch prior to any proposed tree removal. During the consultation, all attempts shall be made to minimize tree removal. Trees that are removed shall be compensated at a value of 1 new tree per 10 cm of dbh (diameter at breast height; ie. 40 cm dbh tree = 4 replacement trees @ \$740 / tree = \$2960). If Manitoba Hydro fails to consult with the Urban Forestry Branch in these matters, then the Council of Tree & Landscape Appraisers, Guide for Plant Appraisal (current edition), shall be used to determine the value of trees.
- (d) Natural stand trees are valued 1:1 ratio for those greater than 5cm dbh. One additional replacement tree will be required for every additional 7.5 cm of dbh (ie. 12.5cm dbh = 2 replacement trees @ \$740 / tree = \$1480). The ISA Species rating will be taken into consideration once a total appraised value has been determined.

E3. SEWER CONDITION ASSESSMENT & CCTV GUIDELINES (2017)

E3.1 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 E3.2;
- (b) Review existing CCTV inspections shown in SMS and new CCTV inspections performed in accordance with Clause F4.2;
- (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.

E3.2 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;

E3.3 For any uncertain situations and/or locations, contact the City Project Manager.

E3.4 The Consultant is required to coordinate the sewer inspection contract and communicate the results to WWD Asset Management Branch in accordance with Clause F4.1. 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

E3.5 Provide the post repair CCTV inspections and corresponding defect coding to WWD Asset Management Branch.

APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES-ENGINEERING-PUBLIC WORKS

The City of Winnipeg
Revision: 2012-01-19

DEFINITION OF PROFESSIONAL CONSULTANT SERVICES – ENGINEERING

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DEFINITION OF PROFESSIONAL CONSULTANT SERVICES – ENGINEERING

1. DEFINITIONS

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

2. INTRODUCTION

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

3. GENERAL REQUIREMENTS OF PROFESSIONAL ENGINEERS

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

4. PROFESSIONAL ENGINEERING SERVICES – ADVISORY SERVICES

- 4.1 Advisory services have been referred to by the City of Winnipeg as “Type 1 Services”
- 4.2 Advisory services are normally not associated with or followed by preliminary design and/or design services.
- 4.3 Advisory services include, but are not limited to:

4.4 Expert Testimony;

- a) Appraisals;
- b) Valuations;
- c) Rate structure and tariff studies;
- d) Management services other than construction management;
- e) Feasibility studies;
- f) Planning studies;
- g) Surveying and mapping;
- h) Geotechnical investigations;
- i) Hydrological investigations;
- j) Safety audits;
- k) Value engineering audits;
- l) Inspection, testing, research, studies, or reports concerning the collection, analysis, evaluation; and
- m) Interpretation of data and information leading to conclusions and recommendations based upon specialized engineering experience and knowledge.

5. PROFESSIONAL ENGINEERING SERVICES – PRELIMINARY DESIGN

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

6. PROFESSIONAL ENGINEERING SERVICES – DETAILED DESIGN

- 6.1 Detailed Design services have been referred to by the City of Winnipeg as “Type 3 Services”

- 6.2 Engineering services for detailed design normally involve preparation of detailed designs, construction contract specifications and drawings, analysis of bids and recommendations regarding construction contract award.
- 6.3 Detailed design services include, but are not limited to:
- 6.4 Addressing alternative methods of accommodating; relocating; avoiding, and/or protecting utilities and railways; proposing alternative methods of solution, reviewing same with the appropriate regulatory approval agencies and stakeholders;
- 6.5 Application to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto, and appearance before same in support of the application;
- 6.6 Formal and/or informal consultations with stakeholders and/or the general public;
- 6.7 Preparation and submission of detailed engineering calculations, drawings, and criteria employed in the design(s), securing review of and acceptance by the Project Manager;
- 6.8 Submission of engineering drawings and plans for circulation through the Underground Structures process;
- 6.9 Preparation of detailed engineering drawings, specifications and bid opportunity documents consistent with the standards and guidelines of the City, securing review of and acceptance by the Project Manager;
- 6.10 Preparation and provision to the Project Manager in written form, a fully detailed formal construction contract estimate;
- 6.11 Provision of appropriate response to bidders and advice to the Project Manager during the bid opportunity advertising period and, subject to acceptance by the Project Manager, issuing addenda to the bid opportunity documents;
- 6.12 Submission of a review, analysis, comparison, tabulation, calculation, and evaluation of the bids received, to the Project Manager, including a recommendation for construction contract award;
- 6.13 Arranging and attending a pre-award meeting with the recommended construction contractor, the Consulting Engineer and the Project Manager;
- 6.14 Preparation of a report including revised contract estimate, identifying and explaining variations from the earlier formal estimate.

7. PROFESSIONAL ENGINEERING SERVICES – CONTRACT ADMINISTRATION

- 7.1 Contract Administration services have been referred to by the City of Winnipeg as “Type 4 Services”
- 7.2 Engineering services for Contract Administration are associated with the construction of a Project and include the office and field services required to ensure the execution of the Project in accordance with the intent of the City and in conformance with the particulars of the drawings and specifications.
- 7.3 Engineering services for Contract Administration can be generally divided into NON-RESIDENT and RESIDENT services.
- 7.4 NON-RESIDENT Contract Administration services include but are not limited to:
 - (a) Consultation with and advice to the Project Manager during the course of construction;
 - (b) Review and acceptance of shop drawings and other submissions supplied by the construction contractor or supplier to ensure conformance with the drawings and specifications;
 - (c) Review and report to the Project Manager upon laboratory, shop and other tests conducted upon materials and/or equipment placed or installed by the construction contractor to ensure conformance with the drawings and specifications;
 - (d) Acceptance of and/or recommendations for alternate materials and methods, subject to the approval of the Project Manager;
 - (e) Provision to the Project Manager of a complete, current monthly Project status report;

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

7.5 RESIDENT Contract Administration services include but are not limited to:

- a) Provision of qualified resident personnel – acceptable to the Project Manager – present at the Project site to carry out the services as specified below:
 - i. inspection of all pipe prior to installation;
 - ii. inspection and acceptance of excavation for, and full time inspection at the time of bedding placement, pipe laying and backfilling in respect of installation of watermains, land drainage sewers, and wastewater sewers;
 - iii. inspection of installation of all connections to watermains, sewers, manholes, valves, hydrants or house services, and excavation and/or exposing of all underground services, structures, or facilities;
 - iv. inspection of all excavations to determine soil adequacy prior to installation of base and subbase courses for sidewalks, public back lanes, and street pavements;
- b) Further to 7.5a), full time inspection will require assignment of qualified resident personnel – acceptable to the Project Manager – to each specific location when the referenced work is being undertaken by the construction contractor:
 - i. full time inspection and/or testing of watermains and sewers;
 - ii. full-time inspection during pavement placement; during finishing of public sidewalks and public lanes and/or street pavements
 - iii. full-time inspection during construction of bridge infrastructure and other structural works.
- c) Conduct detailed inspection of construction sufficient to ensure that the construction carried out by the construction contractor conforms to the drawings and specifications;

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

8. PROFESSIONAL ENGINEERING SERVICES – POST CONSTRUCTION SERVICES

- 8.1 Engineering Services in the post-construction phase of a Project are associated with the completion and close-out of the Project and generally considered part of Contract Administration (Type 4) Services.
- 8.2 The Consulting Engineer is required to provide post-construction services including but not limited to:
 - a) Preparation of a Certificate of Substantial Performance in the standard City of Winnipeg format
 - b) Preparation of a Certificate of Total Performance in the standard City of Winnipeg format
 - c) Provision of inspection services during the warranty period of the construction contract;
 - d) Provision of inspection services for maintenance (paid) items within the warranty period of the construction contract;
 - e) Coordination of a detailed inspection of the Project with the construction contractor and the Project Manager prior to the end of the period of construction contract warranty specified in the construction contract for the Project;

- f) Prompt resolution of:
 - i. deficiencies in design
 - ii. outstanding construction contract warranty issues
- g) Submission of a final construction report within three (3) months of the Substantial Performance date of the construction contract, including final or projected final construction contract costs;
- h) Provision of record drawings, within three (3) months of Substantial Performance date;
- i) Preparation of a Certificate of Acceptance in the standard City of Winnipeg format.

9. PROFESSIONAL ENGINEERING SERVICES – ADDITIONAL SERVICES

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