



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

RFP NO. 66-2014

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR  
WAVERLEY STREET AT CN MAINLINE (RIVERS) GRADE SEPARATION**

**Proposals shall be submitted to:**

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

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR WAVERLEY STREET AT CN MAINLINE (RIVERS) GRADE SEPARATION

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 26, 2014..
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Project Manager identified in D2.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.
- B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.
- B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

### **B4. CONFIDENTIALITY**

- B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
  - (b) becomes publicly known other than through the Proponent; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

## **B5. ADDENDA**

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Bidder is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B6. PROPOSAL SUBMISSION**

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
  - (b) Fees (Section B) in accordance with B8;
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
  - (c) Project Understanding and Methodology (Section E) in accordance with B11;
  - (d) Project Schedule (Section F) in accordance with B12; and
  - (e) Quality Control/Quality Assurance (Section G) in accordance with B13.
- B6.3 Further to B6.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.5 Proponents should submit one (1) unbound original (marked "original") and six (6) copies for sections identified in B6.1 and B6.2 including drawings, tables, charts, and schedules. The submission should be 8.5" x 11" except for drawings, tables, charts, and schedule may be fold out 11" high if necessary.
- B6.6 The Proposal should be presented in the Sections identified above in B6.1 and B6.2. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team. The proposal shall be limited to 30 pages exclusive of required forms, tables, charts schedules and reference information included in appendices. Failure to adhere to the page limitation may render the proposal non responsive.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).

- B6.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.10 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B7. PROPOSAL (SECTION A)**

- B7.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
  - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
  - (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B8. FEES (SECTION B)**

- B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.
- B8.2 The City, at its discretion, may negotiate fees for Detailed Design, Contract Administration and Post Construction Services with successful proponent when the Preliminary Design phase is near complete. This scope change would be subject to a satisfactory offer and approval of the Award Authority.
- B8.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.4 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.5 Notwithstanding C1.1(b), the Fee Proposal shall not include the disbursement costs for geotechnical and environmental drilling, sampling and materials testing nor shall they include the cost for sewer televising but shall include the associated engineering investigation. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs. An allowance of up to 5% may be made for handling charges.
- B8.6 Fees shall include the cost of Subconsultants and other direct costs broken out separately with an allowance of up to 5% may be made for handling charges.
- B8.7 The Fee Proposal shall also include an allowance of up to 8% for Allowable Disbursements as defined in C1.1(b) excluding the costs included in B8.4, B8.5 and B8.6.
- B8.8 The Fee Proposal shall not include the cost of public open house venue nor the costs associated with mass mailing of notices or printing/ mailing of newsletters, if applicable.
- B8.9 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.10 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

- B9.1 Proposals should include details demonstrating the history and experience of the Proponent and Subconsultants in relevant professional consultant services as required in B14.3(g) and D4 and defined in Appendix A for up to three projects of similar scope and complexity and/or similar size and complexity. For each project the Proponent should submit a description of the project, the role of the Proponent and/or Subconsultants, project value, year completed, Project Owner and reference information (one current name and telephone number per project).
- B9.2 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

- B10.1 Describe your approach to overall team formation and coordination of team members. Include an organizational chart for the Project.
- B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, 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 construction, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1. For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the description of the project, role of the person, project owner and reference information (one current name with telephone number per project).

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

## **B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

- B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.2 Proposals should address the team's understanding of the broad functional and technical requirements, the team's understanding of the urban design issues, and any other issue that conveys your team's understanding of the Project requirements.
- B11.3 The technical approach methodology should be presented in accordance with the Scope of Services identified in D4. It should identify any innovation used to perform the Scope of Services, any activities or services to be provided by the City and any assumptions made. The deliverables of the Project shall also be clearly identified.
- B11.4 Further to B11.3 and B10.3 a table, similar to the "Estimated Fees, Expenses and Level of Effort" table attached hereto as Appendix B, shall be included that details an outline of the work program for all relevant tasks/phases of the assignment including the hourly rate and the estimated time for each individual and each task. The table shall also include the cost of all disbursements and any associated mark-ups. Subtotals shall be provided summarizing the costs for each individual and each task.

## **B12. PROJECT SCHEDULE (SECTION F)**

- B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key personnel), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B12.2 Further to B12.1 the Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes. The schedule shall include a minimum of four (4) weeks for the City to review the draft report.

## **B13. QUALITY CONTROL/QUALITY ASSURANCE (SECTION G)**

- B13.1 Proponents shall describe the methods of control to monitor and complete the assignment within budget and on time including the submission of monthly status reports and projections with all invoices.
- B13.2 Proponents shall describe the methods for effective lines of communication with the City and other stakeholders.
- B13.3 Proponents shall describe the methods of quality control for preliminary and final submissions to the City and other stakeholders. As a minimum all work shall be checked by the Proponent's Project Manager or a senior team lead prior to submission to the City or other stakeholders.

## **B14. QUALIFICATION**

B14.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- (e) hold and maintain for the duration of the project, a Certificate of Authorization from the Association of Professional Engineers and Geoscientists of Manitoba in the "Practising Entity" category.

B14.2 The Proponent and any proposed Subconsultants (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B14.3 The Proponent and/or any proposed Subconsultants (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the preliminary design, public consultation; detailed design, management of construction and contract administration for engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
- (f) upon request of the Project Manager the Security Clearances as identified in D10; and
- (g) further to B9.1 and (a) above, demonstrate experience in bridge engineering, transportation engineering, traffic management, railway engineering, land drainage, lift station design, environmental engineering, public consultation and project management.

B14.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultants.

B14.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

## **B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B15.1 Proposals will not be opened publicly.

- B15.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.
- B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, by law, or to a party participating in funding the, if applicable.
- B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

#### **B16. IRREVOCABLE OFFER**

- B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

#### **B17. WITHDRAWAL OF OFFERS**

- B17.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B17.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
  - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.
- B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

#### **B18. INTERVIEWS**

- B18.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B19. NEGOTIATIONS**

- B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B20. EVALUATION OF PROPOSALS**

- B20.1 Award of the Contract shall be based on the following evaluation criteria:
- |                                                                                                                      |             |
|----------------------------------------------------------------------------------------------------------------------|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B14:                                 | (pass/fail) |
| (c) Fees; (Section B)                                                                                                | 20%         |
| (d) Experience of Proponent and Subconsultants; (Section C)                                                          | 15%         |
| (e) Experience of Key Personnel Assigned to the Project; (Section D)                                                 | 25%         |
| (f) Project Understanding and Methodology (Section E)                                                                | 35%         |
| (g) Project Schedule. (Section F)                                                                                    | 5%          |
| (h) Quality Control/Quality Assurance (Section G)                                                                    | (pass/fail) |
- B20.2 Further to B20.1(a) , the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B20.5 Further to B20.1(d), 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.
- B20.6 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultants personnel on Projects of comparable size and complexity.
- B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B20.8 Further to B20.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.

- B20.9 Further to B20.1(h), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate adequate quality control and quality assurance measures for the Work.
- B20.10 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide a complete response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.

## **B21. AWARD OF CONTRACT**

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B21.4 The City may, at its discretion, award the Contract in phases.
- B21.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.
- B21.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B21.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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:  
Brad Neirinck, P. Eng.  
Email: BNeirinck@winnipeg.ca  
Telephone No. 204 986-7950  
Facsimile No. 204 986-5302
- D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.
- D2.3 Proposal Submissions must be submitted to the address in B6.10

#### **D3. BACKGROUND**

- D3.1 Waverley Street crosses Mile 3.89 of the CN Rail Rivers Subdivision. The existing at-grade crossing is controlled by signals and gates. Railway Board Orders applicable to this crossing are included in Appendix C.
- D3.2 The average 24 hour weekday vehicular traffic volume is approximately 30,000 vehicles per day. There are approximately 35 to 40 train movements per day. The posted speed on Waverley Street through the railway crossing is 50 km/h and increases to 70 km/h immediately south of the crossing.
- D3.3 There is a need to undertake a preliminary design study for a grade separation at the railway crossing. Due to the close proximity of Taylor Avenue to the railway crossing and the existing land use to the north, only underpass/subway alternatives are considered feasible. An at-grade signalized intersection needs to be maintained at Taylor Avenue.
- D3.4 As part of the preliminary design study, there is a need to undertake a traffic study to determine the current and future lane requirements on Waverley Street and at the adjacent intersections.
- D3.5 Vehicular traffic on Waverley Street and Taylor Avenue will need to be maintained to some extent during construction for any alternative. There is a possibility that construction timing at this crossing may overlap with reconstruction of the Pembina Highway grade separation to the east. Preliminary traffic staging schemes for the Pembina Highway Underpass are included in the completed preliminary design report for that project. This information will be provided to qualified bidders upon request to the Project Manager. Upon approval the information will be available for download from a secure link provided by Materials Management.
- D3.6 There are two mainline railway tracks. CN Rail has advised that due to the volume of railway traffic, two tracks are required to be in service during construction for any grade separation scenario. There is a cross-over immediately east of the crossing. Consideration shall be given to permanently relocating the cross-over further away from Waverley Street in consultation with CN Rail.
- D3.7 Waverley Street from Wilkes Avenue to Taylor Avenue is generally an undivided four lane rural cross-section. Short medians with single left turn lanes exist at the Wilkes Avenue and Taylor

Avenue intersections. A minimum expectation is that Waverley will be reconstructed into a divided four lane street through this stretch.

- D3.8 A standard sidewalk exists on the west side of Waverley Street through the site. An active transportation path is located on the east side of Waverley Street which terminates at Victor Lewis Drive to the south and Ebby Avenue to the north. It connects to an active transportation path on the south side of Wilkes Avenue that continues west only. There are plans to extend the Wilkes path easterly on Hurst Way to connect to the Parker Development lands and Stage 2 of the Southwest Rapid Transit Corridor. There is also a new active Transportation path on the south side of Taylor Avenue east of Waverley Street up to Wilton Street and an undersized non-network trail to the west of Waverley Street.
- D3.9 Drawings T-3231 and T-2976 are included in Appendix D for information purposes only. Drawing T-3231 is a 2007 concept that was assembled to identify the geometric feasibility of a future underpass and related land requirements. It does not necessarily accurately represent the current requirements and does not necessarily accurately represent the current infrastructure and land use. Drawing T-2976 is a preliminary drawing for an intersection improvement at Grant Avenue and Waverley Street.
- D3.10 The City has retained a majority of the property to satisfy the concept shown on Drawing T-3231 in Appendix D. The City has not acquired property on the southwest corner of Taylor Avenue and Waverley Street, CN Rail property, nor a triangular wedge immediately south of the CN Rail Right-of-Way on the west side of Waverley Street. The City-owned property on the southeast corner of Taylor Avenue and Waverley Street adjacent to 1360 Taylor Avenue is leased. There is also a small lease within the Waverley Street right-of-way adjacent to 857 Wilkes Avenue.
- D3.11 The immediate study area is considered to encompass Waverley Street from Victor Lewis Drive to Grant Avenue as well as a minimum of 500 m east and west along Taylor Avenue and Wilkes Avenue/Hurst Way. It shall be supplemented as necessary utilizing overall City and Railway infrastructure network data for traffic and utilities to determine optimum solutions.
- D3.12 Underground utility information has been compiled for the study area but will need to be verified and supplemented through the course of the study. This information will be provided to qualified bidders upon request to the Project Manager. Upon approval the information will be available for download from a secure link provided by Materials Management.
- D3.13 A 900 mm diameter concrete feedermain runs north/south from the Hurst Pumping Station in a 6.1 m easement approximately 40.5 m west of the west property line of Cambridge Street. It crosses Hurst Way, the CN Rail Rivers Subdivision and Taylor Avenue at a shallow depth. Careful consideration will be required to ensure temporary and permanent protection of this pipe. In addition a 750 mm and 900 mm diameter concrete feedermain are located in Hurst Way/Wilkes Avenue.
- D3.14 Manitoba Conservation and Water Stewardship have advised that this project is not considered a Development under The Environment Act and environmental assessment and licensing under the Act is not required.

#### **D4. SCOPE OF SERVICES**

- D4.1 The Services required under this Contract shall consist of a preliminary engineering study including public consultation to develop viable options for an underpass grade separation at Waverley Street and Mile 3.89 of the CN Rail Rivers Subdivision as outlined in D5.
- D4.2 Further to B8.2, Detailed Design, Contract Administration, and Post Construction Services are not currently within the scope of services. The City at its discretion may develop terms of reference near completion of Preliminary Design and negotiate fees for these services with the successful proponent. The scope change would be subject to a satisfactory offer and approval from the Award Authority.
- D4.3 Professional Engineering Services applicable to the work are defined in Appendix A.

- D4.4 The following documents are to be considered where applicable:
- (a) Our Winnipeg (adopted July 12, 2011).
  - (b) Our Winnipeg Sustainable Transportation Strategy (adopted July 12, 2011).
  - (c) Winnipeg Transportation Master Plan (adopted November 16, 2011).
- D4.5 Where applicable, street designs must address:
- (a) Appropriate geometric guidelines set by the Transportation Association of Canada (TAC);
  - (b) City of Winnipeg Transportation Standards Manual (February 1991);
  - (c) City of Winnipeg Accessibility Design Standards (May 2010);
  - (d) City of Winnipeg Universal Design Policy (October 16, 2001);
  - (e) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009);
  - (f) City of Winnipeg Tree Removal Guidelines;
  - (g) The City of Winnipeg Standard Construction Specifications;
  - (h) Transport Canada Draft RTD 10 Road/Railway Grade Crossings (October 2002);
  - (i) Transport Canada Canadian Railway-Roadway Grade Crossing Standards, latest edition;
  - (j) Transport Canada Railway-Roadway Grade Crossings Policy, latest edition.
- D4.6 Where applicable, railway and bridge designs must address:
- (a) AREMA Manual for Railway Engineering;
  - (b) CN Guidelines for Design of Railway Structures (January 2006);
  - (c) CNR Temporary Shoring Guidelines (November 2011);
  - (d) CAN/CSA-S6-06 Canadian Highway Bridge Design Code plus interims.
- D4.7 Where applicable, other structures must address:
- (a) Manitoba Building Code;
  - (b) AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals;
  - (c) AASHTO Roadside Design Guide, 4<sup>th</sup> Edition.

## **D5. PRELIMINARY ENGINEERING STUDY**

- D5.1 Investigation and Data Collection
- (a) Confirm the scope of work required using professional engineering judgement.
  - (b) Review record drawings, utility information, reports, and other information that may be provided by the City to establish relevant information. Confirm and supplement this information as necessary.
  - (c) Review regulatory requirements.
  - (d) Identify and consult with infrastructure stakeholders to determine and incorporate needs into the preliminary design alternatives. These stakeholders shall include but may not be limited to CN Rail and all utility owners having infrastructure in the study area.
  - (e) Identify and consult with local area stakeholders including adjacent landowners to identify concerns related to construction staging and the preliminary design alternatives.
  - (f) Investigate Winnipeg Transit requirements related to the grade separation and traffic management during construction. In consultation with Winnipeg Transit determine likely future changes to transit operation through the Waverley Street/Wilkes Avenue/Hurst Way intersection resulting from Phase 2 of the Southwest Rapid Transit Corridor.

- (g) Conduct surface and sub-surface site explorations, measurements, investigations, and surveys needed to carry out the preliminary design as may be mutually agreed to by the City. Fees associated with geotechnical drilling, sampling and materials testing shall not be included in the Fee Proposal. However a drilling and testing program shall be proposed and an estimated budget provided separately from the Fee Proposal.
- (h) Conduct an environmental investigation to identify any site contamination issues that will need to be addressed during construction. Fees associated with environmental drilling, sampling and materials testing shall not be included in the Fee Proposal. However a drilling and testing program shall be proposed and an estimated budget provided separately from the Fee Proposal.
- (i) Determine the extent of sewer CCTV inspections required and undertake the inspections in accordance with E1 Sewer Televising Guidelines. Fees associated with undertaking the televising shall not be included in the Proposal Submission but will be negotiated when the extent of CCTV inspections has been determined.
- (j) Document all the design criteria by component (structures, roadways, drainage, utilities, etc.)

#### D5.2 Transportation Study

- (a) Determine by means of traffic operational studies and analysis, the geometric and traffic improvements required in the study area, including the active transportation requirements. Assume a theoretical opening base year of 2017.
- (b) Compile and analyze existing City traffic data and publicly available traffic studies in the area to determine base year and 2037 design year turning movement volumes. Identify locations for City to conduct additional traffic counts, if necessary, to confirm base year traffic conditions. Projections for all roadways within the subject area can be made using the City's transportation planning model. The model incorporates anticipated traffic generation from the development of surrounding land. The City will conduct the model runs and provide the output in the form of link volumes to the Consultant for each conceptual alignment. The base year of the model is 2006 and runs can be made in five year increments to 2036. The consultant will need to project model runs to the design year. The consultant will need to determine if any adjustments are needed to the model results to better replicate base year volumes and project future year volumes and determine turning movement volumes based on the link volumes provided by the City. Some adjustments may be made to the base year model to improve assignment results (e.g. turn penalties). The model does not include truck traffic. The consultant should determine how truck traffic should be evaluated as part of the project.
- (c) The desired design speed on Waverley Street is 80 km/h south of Taylor Avenue and 60 km/h north of Taylor Avenue. The desired design speed on Taylor Avenue is 70 km/h. Reductions in the design speed may need to be considered, rationalized, and assessed in the development of design alternatives. Posted speeds are considered to be 10 km/h less than design speeds.
- (d) Determine the current and future lane requirements through the grade separation and at the intersections of Waverley Street and Taylor Avenue and Waverley Street and Wilkes Avenue/Hurst Way including an assessment of the future left turn phase requirements.
- (e) Determine the need for, and the potential timing of construction of a four-lane divided cross section on Taylor Avenue between Waverley Street and Lindsey Street.
- (f) Determine the type and location of active transportation facilities on the west side of Waverley Street, on Hurst Way, and west on Taylor Avenue within the study area.
- (g) Investigate traffic signal upgrading required within the study area.
- (h) In consultation with the City develop overhead sign structure and structure mounted sign requirements within the Study area.
- (i) Develop an access management strategy for property access within the study area.
- (j) By means of traffic operational study, develop traffic management plans for each viable option required to provide an acceptable level of service during construction. Further to

D3.5 traffic management plans shall consider the feasibility of traffic staging occurring simultaneously with traffic management staging on Pembina Highway.

- (k) All analyses are to be conducted using Trafficware Ltd. Software (Synchro and Simtraffic) and/or PTV Vissim software. The resulting files are to be provided to the City of Winnipeg for review.

#### D5.3 Railway Requirements

- (a) In consultation with CN Rail, determine all requirements for temporary or permanent realignment/relocation of railway infrastructure consistent with viable grade separation alternatives.
- (b) Develop a preliminary design of temporary and permanent railway way alignments including documenting specification requirements for materials and performance.
- (c) In consultation with CN Rail determine acceptable railway bridge types and requirements. Consideration shall be given to shallow depth structures to reduce roadway excavation and improve the geometric profile approaching the Taylor Avenue intersection. A minimum 5.3m clearance is required from the underside of the bridge to the travelled vehicular roadway traffic lanes.
- (d) Develop preliminary bridge/structure designs consistent with viable alternatives. Additional structural requirements are included in E3.
- (e) Further to D5.1, a Work Permit will need to be obtained from CN Rail for any work undertaken on their property. Appendix E includes a sample CN Rail Work Permit from 2013. It will be the responsibility of the Consultant to obtain a current work permit and abide by all CN Rail safety regulations when working on their property.

#### D5.4 Drainage Requirements

- (a) Review existing land drainage studies that are applicable to the study area. In consultation with the Water and Waste Department, identify improvements that are planned for the study area.
- (b) Investigate land drainage requirements and undertake preliminary design of land drainage improvements within the study area consistent with viable alternatives. Additional requirements for design of lift station/pump house requirements are included in E2.

#### D5.5 Pavement Design

- (a) Undertake a pavement design analysis that recommends a pavement structure and utilizes life cycle cost analysis to determine the preferred option. Assumptions to the life cycle cost requirements will be reviewed by the City prior to analysis.

#### D5.6 Develop Alternatives

- (a) Further to D5.3(c) it is envisioned that bridge types considered may include multi-beam precast concrete girders with deck or single track through-plate-girders (TPG) bridge alternatives but will need to be confirmed with CN Rail.
- (b) Develop initial conceptual designs for vertical and horizontal alignment within the study area considering all modes of transportation, land use, and property access. For each concept an initial Class 4 estimate shall be developed to help determine viability of that option.
- (c) Develop and undertake a value engineering exercise to develop viable alternatives.
- (d) Develop a minimum of two viable concepts into preliminary designs alternatives. Develop a Class 3 estimate for each alternative.
- (e) A portion of the City-owned property at the southeast corner of Waverley Street and Taylor Avenue has been leased and developed. If feasible, one viable alternative shall consider a retaining structure around a portion of the developed property in lieu of only earth embankments. The additional costs shall be identified and developed into a Class 3 estimate.

- (f) Further to D5.2(j) and D5.1(f), for each viable alternative a detailed preliminary design for traffic detours and construction staging shall be developed.
- (g) Develop project aesthetic strategy and concepts for streetscaping, landscaping, and structure architectural details.
- (h) Provide a recommendation for the preferred alternative.

D5.7 Determine Property Acquisition Requirements

- (a) For each conceptual and viable alternative identify the permanent land acquisition requirements as well as the short term needs for road and rail detours, temporary construction easements, and utility re-routing easements.
- (b) In consultation with the City Real Estate Branch, determine the estimated cost of land acquisition as well as identify current leases on City owned land including identification of timeframes for cancellation or modification of leases.
- (c) For each viable alternative, prepare property acquisition drawings for permanent and temporary land requirements as well as for temporary or permanent changes to property access. The information on the drawings shall be prepared with sufficient information as require by the City Real Estate Branch.

D5.8 Noise Study

- (a) Conduct a transportation noise study for residential properties within the study area and recommend attenuation measures where warranted. Include these measures in viable alternatives.

D5.9 Risk Assessment

- (a) Undertake a risk assessment for the developed viable alternatives.

D5.10 Transportation Safety Audit

- (a) The City will separately engage an independent engineering consultant to undertake a transportation safety audit in accordance with the Canadian Road Safety Audit Guide on the viable preliminary design alternatives.
- (b) Provide all required preliminary design information to the independent consultant to perform the audit.
- (c) Prepare a response report to those recommendations or suggestions provided in the preliminary design audit report.

D5.11 Public Consultation

- (a) Further to D5.1(d) and D5.1(e) identify and prepare a profile of project stakeholders in the immediate area that may be impacted by the project.
- (b) Perform a stakeholder analysis to determine both the needs and the impact on each stakeholder.
- (c) Arrange targeted meetings with stakeholders as necessary to ensure that outstanding issues are addressed.
- (d) Develop content, including updates, for a project webpage that will be hosted on the City's Major Projects website.
- (e) Develop content for communications with local residents and/or stakeholders. This includes but may not be limited to direct letters and updates to residents, press releases, social media, and advertisements.
- (f) Develop and implement one Open House to engage the public. Present the options and decision points that will be up for discussion.
- (g) Provide a summary report of feedback received from the Open Houses and prepare responses to address any community concerns related to the preliminary design alternatives.

- (h) The public participation process should be based on IAP2 principles (see <http://iap2canada.ca/>), which will provide the public with balanced and objective information to assist them in understanding the project.
- (i) Advise on any additional public participation strategy as necessary.

#### D5.12 Reporting Requirements

- (a) Prepare reports documenting the preliminary design process and recommended preliminary design. Six (6) hard copies shall be submitted along with an electronic PDF version property bookmarked.
- (b) Draft versions shall be submitted as necessary and agreed to by the Project Manager.
- (c) Reports shall include preliminary engineering drawing and construction staging schedules in sufficient detail to support Class 3 Estimates.
- (d) Report shall also include recommended annual funding requirements to meet the recommended theoretical construction duration schedule.
- (e) Presentation of the information to the City's Project Steering committee as necessary.

#### D5.13 Ancillary Services

- (a) Include any and all associated ancillary services required to successfully complete the Work to the satisfaction of the City of Winnipeg.

### D6. DEFINITIONS

#### D6.1 When used in this Request for Proposal:

- (a) "Class 4 Estimate" means an estimate with an expected accuracy within +50% to -30%.
- (b) "Class 3 Estimate" means an estimate with an expected accuracy within +30% to -20%.

### D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

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

### SUBMISSIONS PRIOR TO START OF SERVICES

#### D8. AUTHORITY TO CARRY ON BUSINESS

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

## D9. INSURANCE

### D9.1 Responsibilities of the Consultant

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

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

- (a) Comprehensive or Commercial General Liability Insurance including:
  - (i) an inclusive limit of not less than \$10,000,000 for each occurrence or accident with a minimum \$10,000,000 Products and Completed Operations aggregate and \$10,000,000 general aggregate;
  - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
  - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, no XCU exclusion, unlicensed motor vehicle liability, 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) 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 \$5,000,000 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.

### D9.3 Responsibilities of Others Engaged by the Consultant

- (a) All sub-consultants or contractors engaged in work for the Project are responsible to provide and maintain comparable insurance to that set forth under D9.2.
- (b) Any sub-consultants or contractors engaged in subsurface work for the Project are responsible to provide and maintain Contractors Pollution Liability (CPL) insurance in the amount of at least five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder performed by the sub-consultant contractor, its agents, representatives, employees or subcontractors. Coverage shall apply to both sudden and gradual pollution conditions, including the further disruption of pre-existing conditions, arising from the services rendered by the Contractor or others on their behalf. Further, coverage shall apply to conditions on, at, under and emanating from the job site including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, structures thereupon, the atmosphere or any watercourse or body of water, which results in any loss or damages defined above. Coverage shall not contain any "Insured vs Insured" exclusions preventing the City from bringing a claim against the Contractor, nor any restrictions for property of others in the care, custody or control of the Contractor. CPL

is to remain in place during the performance of the Work and for 12 months after completion.

- D9.4 The policies required in D9.2(a) and D9.3 (a) excluding auto liability shall provide that the City and Canadian National Railway are named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D9.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants and contractors, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D9.10.
- D9.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D9.7 All insurance, which the Consultant, sub-consultant, and contractor are required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D9.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D9.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants or contractors shall not be held to waive or release the Consultant, contractor or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant, contractor or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D9.8.
- D9.10 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.

#### **D10. SECURITY CLEARANCE**

- D10.1 Each individual proposed to perform the following portions of the Work shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at their place of residence:
- (a) Any Work on private property;
  - (b) Communicating with residents and homeowners in person or by telephone.
- D10.2 Prior to the commencement of any Work specified in D4 and during the term of the Contract if the additional or replacement of individuals are proposed to perform Work, the Contractor shall supply the Project Manager with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- D10.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicated any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in D4.
- D10.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

## **D11. SAFE WORK PLAN**

- D11.1 The Consultant cannot commence any Services until a Project-specific Safe-Work Plan(s) is verified as in place for the high-risk activities he may engage in prior to the commencement of a construction contract. The format is available at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

## **SCHEDULE OF SERVICES**

### **D12. COMMENCEMENT**

- D12.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D12.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D8;
    - (ii) evidence of the insurance specified in D9;
    - (iii) the security clearance specified in D10; and
    - (iv) evidence of a Safe Work Plan specified in D11.
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D12.3 The City intends to award this Contract by April 25, 2014.

### **D13. CRITICAL STAGES**

- D13.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Submission of draft preliminary design report for City Review by February 15, 2015;
  - (b) Submission of final preliminary design report by April 1, 2015.

## **PART E - SPECIFICATIONS**

### **E1. SEWER TELEVISION GUIDELINES**

- E1.1 The Consultant is required to assess the extent of Closed Circuit Television (CCTV) inspection for all combined, wastewater, land drainage and storm relief sewers to confirm any sewer repairs required in the right-of-way within the limits of the Project.
- E1.2 The criteria provided are general guidelines and are not intended to replace sound municipal engineering judgement specific to the individual Project scope and/or location.
- E1.3 The available sewer televising information is contained within the City of Winnipeg's Sewer Management System (SMS) application.
- E1.4 Confirm televising requirements with Project Manager.
- E1.5 CCTV inspection general guidelines:
- (a) Confirm CCTV requirements with Water & Waste Department for sewers 1050 mm and larger in diameter;
  - (b) Televising if no previous CCTV inspections have been completed;
  - (c) Re-televising sewers in Categories A/B/C/X with a Structural Performance Grade (SPG) of 3 or higher that have not been televised in the previous 5 years;
  - (d) Sewers located more than two metres from the curb line (i.e. not located under pavement) do not need to be re-televised if previous CCTV inspection data exist. If a sewer repair or renewal requiring excavation is noted, contact the WWD;
  - (e) On all street reconstructions, regardless of location of the sewer (within the right-of-way);
  - (f) If the street exhibits obvious distress at/along the underground plant;
  - (g) Of all CB leads to be reused, as part of a street reconstruction or major rehabilitation.
- E1.6 For any uncertain situations and/or locations, contact the Project Manager.
- E1.7 The Consultant is required to coordinate the sewer-televising contract and communicate the results to the Water & Waste Department. Any repairs or other activities deemed necessary from these inspections must be coordinated with the Water & Waste Department.

### **E2. PUMP HOUSE DESIGN ELEMENTS**

- E2.1 The proposed pumping station will consist of a wet well design utilizing suitable centrifugal type pumps and the following design elements:
- (a) Handle anticipated storm water runoff area appropriately sized;
  - (b) Provide a firm capacity and total capacity to accommodate a 25-year design and a 50-year design summer rainfall event;
  - (c) Vertical submersible pumps to be Flygt, ABS or equivalent;
  - (d) Provide high water alarm Flygt ball in wet well;
  - (e) Low maintenance – Graffiti resistant building exterior;
  - (f) "Sloped metal roof;
  - (g) External building access to pumps with lockable hatch covers;
  - (h) Primary and standby power supplies (by means of one Manitoba Hydro service, and one natural gas powered generator complete with transfer switch);
  - (i) Provide Arch Flash Ratings for all electrical panels and switches;
  - (j) Provide spare space on electrical panels for future upgrades;
  - (k) Three phase / 600 volt / 60 Hz electrical distribution;

- (l) Provide three phase to single phase transformer complete with single phase distribution panel;
- (m) External access to wet well for clean out purposes with lockable hatch covers;
- (n) Dual metal doors;
- (o) Security lighting on exterior building entrance;
- (p) Heating and ventilation to suit;
- (q) Soft start with separate across-the-line bypass contractors;
- (r) Sediment trap;
- (s) Floor in wet well shall slope towards pump intakes;
- (t) Rigid pipe in wet well to facilitate cleaning by vactor equipment;
- (u) Explosion proof lighting;
- (v) De-watering pump in wet well sump;
- (w) Wet well to be designed to match pump operations;
- (x) Ventilation (heated) shall be minimum 6 ACH. Ventilation system shall provide fresh air when occupied and can use up to 75% recirculated air when unoccupied;
- (y) Pump operation controls to be either Bubblers or Ultrasonic;
- (z) Pump starts to be alternated;
- (aa) Emergency back up lighting;
- (bb) Emergency exit lights to turn on and remain on for three minutes after interior station lights are turned off;
- (cc) Rising stem intake sluice gate;
- (dd) Structurally rated lifting beam;
- (ee) Gas detectors and environmental spill controls (if required);
- (ff) Superstructure to be insulated and heated;
- (gg) Metered domestic water supply equipped with backflow prevention device located above grade;
- (hh) Internal hose bibs;
- (ii) Paved access to site with hard surfaced parking area;
- (jj) Pump operation to be metered by hourly usage and amperage draws;
- (kk) Local shut off switches (unless using submersible pumps);
- (ll) Pump discharge to be capable of being metered and telemetered to City's SCADA system;
- (mm) Telephone land line required suitable for data transmission;
- (nn) Operating manual.

### **E3. SPECIFICATIONS FOR STRUCTURES**

- E3.1 All structures are to be designed for a minimum service life of 75 years.
- E3.2 Railway structures shall be designed in accordance with the latest edition of the AREMA Manual for Railway Engineering and the January 2006 revision of the CNR Guidelines for Design of Railway Structures.
- E3.3 Design and construction of shoring for the underpass shall be carried out in accordance with CNR Guidelines dated November 2011.
- E3.4 Highway structures shall be designed in accordance with CAN/CSA-S6-06 Canadian Highway Bridge Design Code.

- E3.5 Overhead sign structure requirements will be based on current Public Works standards using AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals, latest edition plus interims and the following additional criteria:
- (i) Equation 3-1 of AASHTO Clause 3.8.1 shall be modified as follows:
    - ◆  $P_z = 2.7 q K_z C_d$
    - ◆ Where  $q$  shall be taken from CAN/CSA S6-06, Table A3.1.1 for a return period of 50 years
    - ◆ The design ice thickness for ice accretion shall be the value given in CAN/CSA S6-06, Figure A3.1.4.
- E3.6 Earth retaining structures that are not part of the underpass or highway drainage structures shall be designed in accordance with the latest edition of the Canadian Highway Bridge Design Code.
- E3.7 Building structures shall be designed in accordance with the Manitoba Building Code

## **APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES - ENGINEERING**

## **APPENDIX B – SAMPLE TABLE – ESTIMATED FEES EXPENSES AND LEVEL OF EFFORT**

## **APPENDIX C – RAILWAY BOARD ORDERS**

## **APPENDIX D – REFERENCE DRAWINGS**

## **APPENDIX E – CN RAIL SAMPLE WORK PERMIT**