



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 494-2016

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
THE ARLINGTON STREET BRIDGE OVER THE CPR YARDS REPLACEMENT
PRELIMINARY DESIGN**

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 THE ARLINGTON STREET BRIDGE OVER THE CPR YARDS REPLACEMENT PRELIMINARY DESIGN

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 9, 2016.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

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

B4. CONFIDENTIALITY

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

B5. ADDENDA

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

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7; and
 - (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) Project Management and Quality Control/Assurance (Section G) in accordance with B13.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including tables, charts, drawings and schedule and six (6) bound 8.5" x 11" copies (tables, charts, drawings and schedule in copies only may be 11" x 17" folded to an 8.5" x 11" size) for sections identified in in B6.1 and B6.2.
- B6.6 Proposals shall be no more than 35 pages in length; excluding covers, table of contents, and Form A. Proposal format, including type of binding, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proposals must be readable. 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 and approach to the project.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B6.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

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

B6.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

B7.1 The Proponent shall complete Form A: Proposal, making all required entries.

B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B8. FEES (SECTION B)

- B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D3.1 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), but shall exclude the costs of any materials testing, soils and hazardous materials investigation.
- B8.5 Further to B8.4, the Fee Proposal shall not include disbursement costs for CPR property access & flagging, a geotechnical drilling and testing program, professional fees for the environmental assessment and an environmental drilling and testing program, sewer televising, hydroexcavation, advertising, mailings, and a public open house venue. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.
- B8.6 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include: details demonstrating the history and experience of the Proponent and Subconsultants in applicable professional consultant services as required in D4.1 and defined in Appendix A for 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 consultant, project's final consulting services cost, project's final construction cost, the year the project was completed, the project owner, and reference information (one current name with 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 comparable size and complexity, 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 B9.1, provide only the project name and the role of the key person. For other projects provide the description of project, role of the person, Project Owner, reference information (one current name with telephone numbers per project). For each person identified,

list the percentage of their overall and available time to be dedicated to this Project with respect to their workload on other projects internal and external to the City of Winnipeg.

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

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B11.1 Proposals should address the team's understanding of the broad functional and technical requirements, the team's understanding of the key design issues, the Project methodology with respect to the information provided within this RFP, and any other issue that conveys your team's understanding of the Project requirements.

B11.2 A discussion of options to be examined shall be presented.

B11.3 Methodology should be presented in accordance with the Scope of Services identified in D4.1. A table, similar to the "Estimated Fees, Expenses and Level of Effort" table attached hereto as Appendix B, shall be included that details an outline of the work program for all Phases of the assignment including the hourly rate and estimated time for each individual and each task. The table shall also include the cost of all applicable disbursements and any associated mark-ups. Subtotals shall be provided summarizing the costs for each individual each task, and each Phase of the assignment.

B12. PROJECT SCHEDULE (SECTION F)

B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services. The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations. Reasonable times should be allowed for completion of these processes. The critical path should be identified.

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

B13.1 Proponents should describe their methods for project management.

B13.2 Proponents should describe their methods for quality control and quality assurance.

B14. ELIGIBILITY & DISCLOSURE

B14.1 The successful Proponent will be deemed ineligible to participate in a Public-Private Partnership (P3) in any capacity including Proponent, Subconsultant, advisor, or consortia member, if after preliminary design the project is delivered with this method.

B14.2 Any Subconsultant to the successful Proponent will be ineligible to participate in a Public-Private Partnership (P3) in any capacity including Proponent, Subconsultant, advisor, or consortia member, if after preliminary design the project is delivered with this method, unless the City provides written approval. Such written approval will be subject to the nature and significance of the Subconsultant's work on the preliminary design as determined by the City in its sole and absolute discretion.

B14.3 Any person performing work in any capacity will be deemed ineligible to participate to in a Public-Private Partnership (P3) in any capacity including Proponent, Subconsultant, advisor, or consortia member, if after preliminary design the project is delivered with this method, unless the City provides written approval. Such written approval will be subject to the nature and significance of the person's work on the preliminary design as determined by the City in its sole and absolute discretion.

B14.4 Various Persons provided information or services with respect to this Project. In the City's opinion, this relationship or association does not create a conflict of interest because of this full

disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B14.5 The Persons are:

- (a) Stantec Consulting Ltd. who undertook the CPR Yards Crossing Functional Design Study and produced a final report dated July 2016 which is available for viewing as specified in D5.3.

B15. QUALIFICATION

B15.1 The Proponent shall:

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

B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

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

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) 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 names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.
- B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

B17. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

- B18.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B18.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.
- B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B19. INTERVIEWS

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

B20. NEGOTIATIONS

- B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

- B21.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: | (pass/fail) |
| (c) Fees; (Section B) | 20% |
| (d) Experience of Proponent and Subconsultant; (Section C) | 25% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 25% |
| (f) Project Understanding and Methodology (Section E) | 25% |
| (g) Project Schedule. (Section F) | 2.5% |
| (h) Project Management and Quality Control/ Assurance (Section G) | 2.5% |
- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B21.4 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.5 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B21.6 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.
- B21.7 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B21.8 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.

- B21.9 Further to B21.1(h), Project Management and Quality Control/Assurance will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B21.10 Notwithstanding B21.1(d) to B21.1(h), where Proponents fail to provide a response to B6.2(a) to B6.2(e), the score of zero may be assigned to the incomplete part of the response.
- B21.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B22.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B22.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Consultant Services*, these Supplemental Conditions are applicable to the Services of the Contract.

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Darren Burmey, P. Eng., Bridge Planning & Operations Engineer, City of Winnipeg

Email: dburmey@winnipeg.ca

Telephone No. 204 986-5409

D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D2.3 Proposal Submissions must be submitted to the address in B6.

D3. BACKGROUND

D3.1 The Arlington Street Bridge over the CPR Yards is a 37 span steel girder and steel truss bridge built in 1910 that is in very poor condition. The estimated life of the bridge is limited. It is being inspected annually and it can be closed at any time.

D3.2 A CPR Yard Crossing transportation study was carried out to determine whether the existing bridge should be replaced in its current location or whether another crossing location should be pursued.

D3.3 Stantec Consulting Ltd. undertook the CPR Yards Crossing Functional Design Study which recommended that a new bridge over the CPR Yards be constructed on an alignment similar to the current Arlington Street Bridge in Phase 1 which is slated to commence in 2016, and that either the widening of the McPhillips Street Underpass or the provision of a new crossing connecting McGregor Street to Sherbrook Street be constructed in Phase 2 which is slated to commence after 2031. Stantec produced reports dated July 2016 which are available as indicated in D5.3.

D3.4 A rail spur line at the south end of the bridge makes the bridge longer and with steeper approach slopes than without the line present so the City is pursuing removal of the L-Lead Line with CP Rail.

D3.5 The Class 4 cost estimate (expected level of accuracy of +60% to -30%) for this project based on a commencement of construction in 2020 and construction inflation of 5%, which includes all items such as removing the existing bridge, inflation, property, road works, engineering, utilities, interest, and overheads is \$300 million. The Class 4 cost estimate for the construction and engineering is \$184 million. The estimates were based on the L-Lead Line being removed.

D3.6 On July 13, 2016 Council authorized the Public Service to undertake preliminary design and to commence negotiations with the CP Rail Company for the removal of their L-Lead Line. Council minutes are available on the City of Winnipeg website and as indicated in D5.3.

D3.7 This assignment generally encompasses undertaking the preliminary design of the replacement of the Arlington Street Bridge over the CPR Yards and roadworks from McDermot Avenue to Selkirk Avenue. This section of the Winnipeg transportation network is to be upgraded in the best and most efficient way. Preliminary design is required to identify and address all major

issues, determine the scope of work, and produce Class 3 cost estimates (expected level of accuracy of +30% to -20%) where the project can proceed to detailed design and construction.

- D3.8 The preliminary design seeks to build on the work done in the functional design but challenge the outcomes of the functional design to ensure the City is proceeding in the best and most efficient way. Consistency with the project vision and project goals outlined in the discussion section of the Administrative Report appended to Council minutes of July 13, 2016 apply.
- D3.9 The Functional Design Study included a comprehensive public engagement process that strived to develop relationships with the community. Continued public engagement including possible re-involvement of previous Project Advisory Committee (PAC) is desired.
- D3.10 The concept for the replacement is to build a new structure to the west of the existing so the existing can be used during the majority of the construction period (ie. limit closure of the crossing to all modes of transportation to approximately one construction season). However, if the L-Lead Line cannot be abandoned, the new structure may have to be constructed on the existing alignment requiring an extended closure.
- D3.11 Pedestrian and cycling would be accommodated to a high degree. Connectivity to existing and proposed paths and corridors in the area is important.
- D3.12 McDermot Avenue from Arlington Street to Furby Street is planned for upgrade to include protected bicycle lanes in 2017 which will include a new traffic signal at McDermot Avenue and Arlington Street.
- D3.13 The recommended lane configuration on the bridge is two lanes northbound and one lane southbound with protected uni-directional bike lanes and sidewalks.
- D3.14 Improvement of the road network on Arlington Street from McDermot Avenue to Selkirk Avenue is included.
- D3.15 Incorporating revised transit routes that uses the bridge is to be considered.
- D3.16 Property acquisition and L-Lead Line removal are key and must to be complete prior to and preferably in advancement of commencement of construction. The City will seek to do this with support from the Consultant retained for this assignment.
- D3.17 The timeline for the project is to conduct preliminary design from November 2016 to October 2017. Detailed design would commence after Council approves construction funding which is desired to be part of the 2018 Capital Budget. A preliminary Class 3 cost estimate (expected level of accuracy of +30% to -20%) is required by June 2017 for budgeting purposes. Construction would commence in September 2019 and extend to July 2014 with the new structure opened in October 2023.

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of the preliminary design of the Arlington Bridge over the CPR Yards and roadworks from McDermot Avenue to Selkirk Avenue as outlined in D5.
- D4.2 The City documents identified as "Definition of Professional Consultant Services – Engineering" dated January 19, 2012 and the "Manual of Project Administration Practice", dated March 1992" shall be applicable to the provision of consulting services for this project.
- D4.3 The following shall apply to the Services:
- (a) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
 - (b) City of Winnipeg's Transportation Standards Manual (Draft 2012);
 - (c) Universal Design Policy (December 2001):

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

- (d) City of Winnipeg's Accessibility Design Standards (November 2015);
- (e) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009);
- (f) City of Winnipeg's Tree Removal Guidelines (March 2014);
- (g) The current edition of The City of Winnipeg Standard Construction Specifications.
- (h) Winnipeg Pedestrian and Cycling Strategies.
- (i) Current and best practices in pedestrian and cycling infrastructure design.
- (j) Canadian Highway Bridge Design Code, CSA S6-14.

D5. PRELIMINARY DESIGN

D5.1 The preliminary design shall be generally consistent with Type 1 and 2 services as outlined in Appendix A. Services shall include but not be limited to the items listed below.

D5.2 Project Meetings

- (a) Hold meetings with the City Project Manager and members of the appointed City of Winnipeg Project Technical Steering Committee at project start up, and at other key times including presentation of the findings of the investigations, presentation of potential options and to gain concurrence of recommendations for the alternatives to be developed, prior to and after the independent road safety audit and public engagement events, and during finalization of the preliminary design report.
- (b) A list of key meetings with dates shall be included.
- (c) Consultant shall hold other meetings as required and as needed.

D5.3 Review of Existing Information

- (a) Review the CPR Yards Crossing Functional Design Study Final Report dated July 2016, the Council minutes of July 13, 2016, existing record drawings, utility information, reports, and other information that will be provided by the City to establish relevant information. Some of 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 on the functional design report indicating areas of concurrence and areas where other alternatives are to be explored.

D5.4 Coordination & Liaison with CPR

- (a) The City will seek to obtain the L-Lead Line removal early in the project. There is a potential that L-Lead Line removal will not be obtained.
- (b) Determine requirements to permanently or temporarily realign the tracks within the CPR Yards and develop work zones for construction.
- (c) The Consultant shall coordinate preliminary design activities and liaise with CPR throughout the design process and obtain the required permissions from CPR to enter their property.
- (d) The Consultant shall identify operational constraints and coordination required to permit construction as envisioned.
- (e) Fees for CPR property access and flagging shall not be included in the Fee Proposal. 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.

D5.5 Site Investigation

- (a) Carry out detailed on-site topographic surveys, inspections and site information gathering.
- (b) Carry out sewer televising in accordance with E1.

D5.6 Geotechnical Investigation

- (a) Perform a geotechnical investigation sufficient for the preliminary design the recommended alternative. Carry out geotechnical drilling, sampling, and material testing for foundations that may be required for the bridge structure.
- (b) Carry out a geotechnical investigation of the roads in accordance with E2.
- (c) Fees for geotechnical drilling including sampling, and material testing shall not be included in the Fee Proposal. A geotechnical drilling and testing program shall be proposed and an estimated budget shall be provided separately from the Fee Proposal. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.

D5.7 Environmental Site Assessment

- (a) An environmental site assessment shall be carried out to document existing site conditions of concern.
- (b) Gain permission from CPR to undertake these activities on their property.
- (c) Professional fees for the environment assessment and environment drilling including sampling, and material testing shall not be included in the Fee Proposal. A environmental drilling and testing program shall be proposed and an estimated budget shall be provided separately from the Fee Proposal. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.

D5.8 Road Condition Assessment

- (a) Carry out a road condition assessment.
- (b) Carry out a road safety audit of the current road configuration and on the proposed configuration as described in the functional design report. As safety is a key feature of this project, the City may retain an 3rd party to perform an independent road safety audit and may share the results after the Consultant has performed their work.

D5.9 Overhead Sign Structures

- (a) Carry out an overhead sign structure condition assessment.
- (b) Rationalize/review requirements for overhead sign structures with the proposed design options.

D5.10 Utilities

- (a) Review existing utilities at and near the bridge and within the project area and hold meetings with representatives from the utilities as necessary. Perform televising as required and perform hydroexcavation if necessary to confirm elevations. Evaluate conditions of existing underground utilities and in consultation with the proper authority and the City of Winnipeg provide recommendations regarding rehabilitation, renewal or relocation of utilities in conflict with the proposed bridge works. Fees for sewer televising and hydroexcavation shall not be included in the Fee Proposal. A sewer televising and hydroexcavation program shall be proposed and an estimated budget shall be provided separately from the Fee Proposal. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.

D5.11 Existing Bridge Condition Assessment and Decommissioning/Removal Design

- (a) Carry out an inspection of the existing bridge condition. Produce an OSIM-like inspection report for the bridge structure. Identify any health and safety items that require immediate attention.
- (b) Review the decommissioning plan produced in the functional design report.
- (c) Advise on the recommended option for decommissioning/removal of the existing bridge based on the construction scheme that will be utilized. Produce plans, drawings, and schedules.

D5.12 Property

- (a) The functional design report identified 48 properties that would be affected.

- (b) The preliminary design includes the confirmation of the property requirements and/or construction easements. Property requirements shall be minimized where practical or cost prohibitive.
- (c) A member of the City of Winnipeg Real Estate Division and a member of the City of Winnipeg Geomatics and Land Information Services Branch will be on the Project Steering Committee.
- (d) Property requirements are to be confirmed by February 28, 2017 to permit the Real Estate Division Geomatics and Land Information Services Branch to commence preparations for property acquisition.
- (e) A plan showing the timing and use of the property as well as the potential disposal shall be worked through.
- (f) Assessment of Property Values are not required as part of the Preliminary Design. The Real Estate Division will provide direction to assist with the property acquisition costs for the Class 3 estimate.
- (g) The Consultant shall, in consultation with the Public Works Department and the Planning, Property and Development Department, develop a strategy for the effective development and/or disposal of any city owned surplus lands that result from the construction of the Arlington Bridge. Any proposed land use shall be consistent with the goals of the community, as defined through the public engagement process.
- (h) Title Plots, prepared and certified by a Manitoba Land Surveyor, identifying the lands/properties affected for each design option, including copies of all Titles, Deeds and Instruments registered in the Winnipeg Land Titles Office. Paper and digital copies are to be provided.

D5.13 Regulatory Requirements

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

D5.14 Road Design

- (a) The project team should include a senior transportation engineer with extensive experience in the successful design and completion of major mixed-use transportation corridor projects.
- (b) Confirm requirements with the City of Winnipeg. Arrive at agreed on design criteria early in the project. Produce a design basis memorandum.
- (c) Address all major issues and coordination items.
- (d) Project limits along Arlington Street to be from McDermot Avenue at the south and Selkirk Avenue at the north.
- (e) Confirm the number of lanes that the bridge needs. The functional design report has two northbound lanes and one southbound lane. Investigate whether the third lane should now or in the future be reversible to accommodate both the AM and PM peak flows.
- (f) The design is to strike an appropriate balance between all users including vehicular traffic, buses, pedestrians, cyclists, etc.
- (g) Investigate alternatives so the best and most efficient design can be determined.
 - (i) A concept of the new Arlington Street from McDermot Avenue to Selkirk Avenue is included in the functional design report and alternatives should be looked at.
 - (ii) Develop horizontal and vertical alignment options for Arlington Street. Raising of the Logan intersection should be minimized if possible.
 - (iii) Clear spanning Jarvis Avenue only at the north and closing Dufferin Avenue at Arlington should be looked at.
 - (iv) Perform a traffic analysis at the intersections.
 - (v) Evaluate horizontal and vertical alignments that offer the optimal cost/benefit in terms of:

- ◆ Enhancing traffic safety.
- ◆ Minimize property and pavement costs.
- ◆ Permit traffic staging during construction.
- (vi) Develop and evaluate multiple bridge configurations that provide adequate cross-sectional dimensions in terms of:
 - ◆ Shy distances
 - ◆ Median width or consideration to a barrier median
 - ◆ Lane widths
 - ◆ Pedestrian Facilities
 - ◆ Cycling Facilities
- (vii) Review and provide recommendations for managing traffic management during construction.
- (viii) Produce drainage plans.
- (h) Produce pavement design recommendations and a pavement design brief.
- (i) The City of Winnipeg will conduct an independent safety audit on the recommended preliminary design. Consultants are to address each review comment accordingly and make the necessary changes as directed by the City.

D5.15 Pedestrian and Cycling Facilities Design

- (a) The project team should include a bicycle facilities design expert with extensive experience in the successful design of complex bicycle facilities within North America.
- (b) The pedestrian and cycling facilities design shall be integrated with the bridge and road design.
- (c) Provide options and recommendations for a greater degree of active transportation connectivity. Options to be generally consistent with the Transportation Master Plan, the adopted Pedestrian and Cycling Strategies document, and the latest Winnipeg Cycling Map.
- (d) Facilities are to be designed for people of all ages and abilities.
- (e) Design new and/or upgraded bicycle facilities within the project limits that terminate at logical locations for construction purposes.

D5.16 Bridge Structure Design

- (a) Vertical clearances above roads and rail lines should be confirmed. The preference is that the L-Lead Line will be removed. The option of spanning over Jarvis Avenue at the north and closing Dufferin Avenue should be examined.
- (b) Options for a replacement structure shall be investigated to determine the replacement structure and shall include but not be limited to:
 - (i) Examining various span arrangements possible.
 - (ii) Examining various superstructure options.
 - (iii) Examining various substructure options.
 - (iv) Comparing total bridge costs for various span lengths.
 - (v) Considering use of conventional reinforced concrete retaining walls and mechanically stabilized earth (MSE) walls versus bridge spans and make cost comparisons.
 - (vi) Including consideration of constructability, inspectability, maintainability, and future expandability.
- (c) Structures shall be designed in accordance with the Canadian Highway Bridge Design Code, CAN/CSA-S6-14 for the CL-625 design live load vehicle. All structures shall be designed for a minimum 75 year design life.

- (d) Structures shall be load rated in accordance with Clause 14 of CAN/CSA-16-14 for three (3) special overload vehicles that will be provided to the consultant at a later date. The Consultant shall gain acceptance of the City Project Manager for the assumptions used in the load rating.

D5.17 Aesthetics/Fit With Surroundings/Integrated Public Art

- (a) Aesthetics and fit with the surroundings is to be included. A landscape architect should be included on the team.
- (b) The Winnipeg Arts Council should be consulted to identify options to integrate public art into the project in a meaningful way during detailed design. The Winnipeg Arts Council shall be invited to a Steering Committee meeting to review potential options to integrate public art.
- (c) Recommendations to handle public art on this project during detailed design and construction shall be included.

D5.18 Generation, Development, and Selection of Options

- (a) After a study of the area and definition of needs and design basis and preparation of a design basis memorandum, meetings shall be held with the City Project Manager and the City Project Steering Committee to discuss major issues and identify potential viable options.
- (b) The various viable options shall be developed to allow comparison and selection. The evaluation methodology shall be developed in consultation with the City Project Manager to rank and select the preferred options.
- (c) The Consultant shall proceed in developing a preliminary design for the selected options which includes drawings, Class 3 cost estimates (expected accuracy of +30% to -20%), traffic management plans during construction, risk assessments, and proposed construction schedules.

D5.19 Value Engineering and Risk Analyses

- (a) The Consultant shall undertake a meaningful value engineering exercises upfront after review of the functional design report and near the end of the preliminary design process.
- (b) A project Risk Management Plan shall be developed, identifying risks and appropriate mitigation recommendations, as they relate to the successful completion of the project. Use the City of Winnipeg's Project Management templates, available at: <http://winnipeg.ca/finance/infrastructureplanning/camp.stm#5>

D5.20 Value for Money (VFM) Assessment for Evaluating Alternative Project Delivery Methods

- (a) The Consultant shall provide the City with consultant services and expertise to compare conventional design-bid-build, design-build, and public-private-partnership (P3) project delivery methods. The comparison and assessment shall follow necessary procedures to support a future business case submission to the Provincial and Federal Governments.
- (b) A business case shall be developed to support the selection of the best project delivery model, including the development of a risk assessment matrix through a risk assessment workshop.
- (c) Preliminary VFM assessment at the business case stage is to be provided.
- (d) Preparation of a final Business Case Report and supporting documentation for a possible City submission for Provincial and Federal project cost-sharing is to follow the procedure outlined by P3 Canada in the P3 Business Case Development Guide, available at: <http://www.p3canada.ca/en/about-p3s/p3-resource-library/p3-business-case-development-guide/>

D5.21 Public Engagement

- (a) Public engagement is an integral part of the project, which will allow better decisions to be made, incorporating the interests and concerns of affected stakeholders, while meeting the

needs of the City. This will provide greater transparency in the decision-making process and provide for a more sustainable solution. The public engagement process shall be based on IAP2 principles and best practices (see <http://iap2canada.ca/>).

- (b) The public engagement lead must have IAP2 membership, and should have completed the IAP2 Foundations/Certificate courses or related public engagement courses.
- (c) The public engagement scope should respect the public engagement process to date and strive to maintain established rapport. The scope should include the following:
 - (i) Identify and prepare a profile of project key stakeholders in the immediate area that may be impacted by the project, determining both the needs and impact on each stakeholder. This will also include groups with a high interest in the outcomes of the project.
 - (ii) Build relationships with key stakeholders as necessary to ensure that wants and outstanding issues are addressed.
 - (iii) Establish a Project Advisory Committee ("PAC") and appropriately engage/involve them throughout the preliminary design process.
 - (iv) Develop content, including a map of the project area, a project timeline, and project updates, for a project webpage that will be hosted on the City's Major Projects website.
 - (v) Develop content for communications with stakeholders, including, but not limited to, direct letters and/or updates to key stakeholders, press releases, advertisements, etc.
 - (vi) Develop and hold one (1) public open house and related material before the preliminary design is completed.
 - (vii) Provide a public engagement report that may be posted on the project's website so that stakeholders can see how their input has been considered and used. Reports should include: cataloguing public input and project response to it; a detailed record of all promotions and communications, attendance numbers and dates of events; and a summary of findings and results.
- (d) Costs for advertising, mailings, and the public open house venue shall not be included in the Fee Proposal. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.
- (e) Advise on any additional public engagement strategy as necessary.

D5.22 Preliminary Design Report

- (a) Prepare and submit a preliminary design report outlining the results of the investigations and assessments carried out, options investigated, and the recommended scope of work, complete with drawings Class 3 (expected accuracy of +30% to -20%) cost estimates, traffic management plans during construction, risk assessments, proposed construction schedules, and public engagement feedback. Six (6) 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.
- (c) A revised draft report is to be submitted after incorporating comments from an independent road safety audit that the City will carry out.
- (d) The report is to be finalized after incorporating feedback from the public open house and from the City Project Manager.

D5.23 Monthly Status Reports

- (a) The consultant shall submit a written Monthly Status Report every month to the City Project Manager during Preliminary Design. The status reports shall include:
 - (i) Progress on tasks since previous report;
 - (ii) Planned accomplishments for the next period;
 - (iii) Project schedule update;
 - (iv) Project budget update;

- (v) List concerns, potential problems, risks, etc, for the project.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 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.
- D6.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D6.3 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.
- D6.4 A Consultant who violates any provision of D5 may be determined to be in breach of Contract.

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 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.

D8. INSURANCE

- D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D8.2 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, 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) 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) Project Specific 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) Such policy shall name Canadian Pacific Railway Company as an additional insured and remain in force for the duration of the Project and for twelve (12) months after Total Performance.

D8.3 Responsibilities of Others Engaged by the Consultant

- (a) All Subconsultants and Contractors engaged in work for the Project are responsible to provide and maintain comparable insurance to that set forth under D8.2 (a).
- (b) All Subconsultants engaged in work for the Project are responsible to provide and maintain comparable insurance to that set forth under D8.2 (c).
- (c) Any Subconsultants or Contractors engaged in subsurface work for the Project are responsible to provide and maintain:
 - (i) Automobile liability insurance covering all motor vehicles owned and operated and used or to be used directly or indirectly in the performance of the Services. The limit of liability shall not be less than two million dollars (\$2,000,000) inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
 - (ii) Contractor's pollution liability (CPL) in the amount of at least two million dollars (\$2,000,000) 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 on in connection with the performance of the Services hereunder performed by the Subconsultant, Contractor, its agents, representatives, employees or Subcontractors. Coverage shall apply suddenly or gradually including further disruption of pre-existing conditions from or in connection with the performance of the Services. Such insurance shall also include clean-up costs, defence, and transported cargo and remain in place during the performance of the Work and for twenty-four (24) months after completion.

D8.4 The policies required in D8.2(a) shall provide that the City and the Canadian Pacific Railway Company are named as Additional Insureds thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

D8.5 The Consultant shall require each of its Contractors or Subcontractors to provide comparable insurance to that set forth under D8.2(a) and D8.2(b).

D8.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, Contractors, and Subcontractors 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 D8.8.

D8.7 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.

D8.8 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.

D8.9 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

D9. COMMENCEMENT

- D9.1 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.
- D9.2 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 D7;
 - (ii) evidence of the insurance specified in D8;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D9.3 The City intends to award this Contract by October 14, 2016.

D10. CRITICAL STAGES

- D10.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Confirm project property requirements by February 28, 2017.
 - (b) Submit draft preliminary design report including Class 3 cost estimates (expected level of accuracy of +30% to -20%) for City review by June 30, 2017.
 - (c) Incorporate comments from the independent road safety audit by August 15, 2017.
 - (d) Hold a public open house by September 15, 2017.
 - (e) Submit final preliminary design report by October 31, 2017.

D11. POTENTIAL FOR FUTURE CONTRACT FOR DETAILED DESIGN AND CONTRACT ADMINISTRATION OR OWNER'S ADVOCATE SERVICES

- D11.1 The City of Winnipeg, in its sole discretion after consideration of the Consultant's performance on Bid Opportunity No. 494-2016, may negotiate and enter into a contract with the Consultant, to undertake the work associated with the detailed design and contract administration if the project is delivered using a traditional Design-Bid-Build method, or to act as the Owner's Advocate if the project is delivered using a Design-Build method or Public-Private Partnership (P3) method, without a public bid solicitation. No compensation will be provided to the Consultant for participating in this negotiation. The City will provide terms and amended insurance limits and coverages, if required, to the Consultant if it initiates negotiations with the Consultant. The City of Winnipeg will be under no obligation to initiate or enter into a subsequent contract and may choose to issue a public bid solicitation for the Work with respect to detailed design and contract administration or advocate services, if the City of Winnipeg wishes to proceed in that manner.

PART E - SPECIFICATIONS

E1. SEWER TELEVISION GUIDELINES FOR PUBLIC WORKS PROJECTS (2015)

- E1.1 Closed Circuit Television (CCTV) inspection and assessment is required of all combined, wastewater, land drainage, storm relief sewers and manholes to confirm any sewer repairs required in the right-of-way within the limits of the street renewal.
- 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 City Project Manager.
- E1.5 CCTV inspection general guidelines:
- (a) CW 2140 Sewer and Manhole Cleaning and CW 2145 Sewer and Manhole Inspection shall apply;
 - (b) Confirm CCTV requirements with Water & Waste Department for sewers 1050 mm and larger in diameter;
 - (c) Confirm CCTV requirements with Water & Waste Department for sewers 1050 mm and larger in diameter;
 - (d) Televising sewers and manholes if no previous CCTV inspections have been completed;
 - (e) 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;
 - (f) 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;
 - (g) Televising sewers on all street reconstructions, regardless of location of the sewer (within the right-of-way) with a Structural Performance Grade (SPG) of 3 or higher that have not been televised in the previous 5 years;
 - (h) Televising sewers if the street exhibits obvious distress at/along the underground plant;
 - (i) Televising all CB leads to be reused, as part of a street reconstruction, pavement rehabilitation and mill and fill rehabilitation;
 - (j) CCTV inspection 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
- 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. Provide Water and Waste Department with the sewer inspections and corresponding defects data. Any repairs or other activities deemed necessary from these inspections must be coordinated with the Water & Waste Department.
- E1.8 Provide post repair manhole to manhole inspection (CW 2145) to the Water and Waste Department.

E2. GEOTECHNICAL INVESTIGATION REQUIREMENTS FOR PUBLIC WORKS STREET RECONSTRUCTION PROJECTS (2015)

- E2.1 Field Work
- (a) Clear all underground services at each test-hole location.

- (b) On most projects, test-holes are required every 50 m with a minimum of three (3) test holes per project location. For street projects greater than 500 metres, test holes may be taken every 100 m. More or fewer test-holes may be required depending upon known site conditions – confirm with the Project Manager.
- (c) Record location of test-hole (offset from curb, distance from cross street and house number).
- (d) Drill 150 mm-diameter core in pavement.
- (e) Drill 125 mm-diameter test-hole into fill materials and subgrade.
- (f) If a service trench backfilled with granular materials is encountered, another hole shall be drilled to define the existing sub-surface conditions.
- (g) Test-holes are to be drilled to depth of 2 m \pm 150 mm below surface of the pavement.
- (h) Recover pavement core sample and representative samples of soil (fill materials, pavement structure materials and subgrade).
- (i) Measure and record pavement section exposed in the test-hole (thickness of concrete or asphalt and different types of pavement structure materials).
- (j) Pavement structure materials to be identified as crushed limestone or granular fill and the maximum aggregate size of the material (20 mm, 50 mm or 150 mm).
- (k) Log soil profile for the subgrade.
- (l) Representative samples of soil must be obtained at the following depths below the bottom of the pavement structure materials – 0.1 m, 0.4 m, 0.7 m, 1.0 m, 1.3 m, 1.6 m, etc. Ensure a sample is obtained from each soil type encountered in the test-hole.
- (m) Make note of any water seepage into the test-hole.
- (n) Backfill test-hole with native materials and additional granular fill, if required. Patch pavement surface with hot mix asphalt or high strength durable concrete mix.
- (o) Return core sample from the pavement and soil samples to the laboratory.

E2.2 Lab Work

- (a) Test all soil samples for moisture content.
- (b) Photograph core samples recovered from the pavement surface.
- (c) Conduct tests for Atterberg Limits and hydrometer analysis on selected soil samples which are between 0.5 m and 1 m below top of pavement (this is the sub-grade on which the pavement and sub-base will be built). The selection will be based upon visual classification and moisture content test results, with a minimum of one sample of each soil type per street to be tested.
- (d) Prepare test-hole logs and classify subgrade (based on hydrometer) as follows:
 - (i) < 30% silt -classify as clay
 - (ii) 30% - 50% silt - classify as silty clay
 - (iii) 50% - 70% silt - classify as clayey silt
 - (iv) > 70% silt -classify as silt

E2.3 Notes

- (a) For Pavement Rehabilitations and Mill and Fill Pavement Rehabilitation Method pavement cores may be required. Contact the Project Manager to confirm requirements.
- (b) For any uncertain situations and/or locations, or clarification of these requirements, contact the Project Manager.

APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES - ENGINEERING

APPENDIX B – ESTIMATED FEES, EXPENSES, AND LEVEL OF EFFORT