



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 587-2023

**PROFESSIONAL CONSULTING SERVICES FOR THE PRELIMINARY DESIGN
STUDY OF EMPRESS STREET CORRIDOR IMPROVEMENTS BETWEEN ST
MATTHEWS AV AND SASKATCHEWAN AV**

TABLE OF CONTENTS

PART A - BID SUBMISSION

- Form A: Bid/Proposal
- Form P: Person Hours

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Proposal Submission	2
B7. Proposal (Section A)	3
B8. Fees (Section B)	3
B9. Experience of Proponent and Subconsultants (Section C)	4
B10. Experience of Key Personnel Assigned to the Project (Section D)	4
B11. Project Understanding and Methodology (Section E)	5
B12. Project Schedule (Section F)	6
B13. Disclosure	6
B14. Conflict of Interest and Good Faith	6
B15. Qualification	7
B16. Opening of Proposals and Release of Information	8
B17. Irrevocable Offer	8
B18. Withdrawal of Offers	9
B19. Interviews	9
B20. Negotiations	9
B21. Evaluation of Proposals	9
B22. Award of Contract	10

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Consulting Contract Administrator	1
D3. Background	1
D4. Scope of Services	2
D5. Definitions	3
D6. Preliminary Design	4
D7. Accessible Customer Service Requirements	8
D8. Unfair Labour Practices	8

Submissions

D9. Authority to Carry on Business	9
D10. Safe Work Plan	9
D11. Insurance	10

Schedule of Services

D12. Commencement	11
D13. Critical Stages	11
D14. Supply Chain Disruption Schedule Delays	11
D15. Stakeholder Relations	12

Measurement and Payment

D16. Invoices	12
D17. Payment	13

Dispute Resolution	
D18. Dispute Resolution	13
Third Party Agreements	
D19. Funding and/or Contribution Agreement Obligations	14
PART E - SPECIFICATIONS	
E1. Sewer Condition Assessment & CCTV Guidelines (2017)	1
APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES - ENGINEERING	
APPENDIX B – SITE INVESTIGATION REQUIREMENTS FOR PUBLIC WORKS PROJECTS	

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 PROFESSIONAL CONSULTING SERVICES FOR THE PRELIMINARY DESIGN STUDY OF EMPRESS STREET CORRIDOR IMPROVEMENTS BETWEEN ST MATTHEWS AV AND SASKATCHEWAN AV

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 11, 2023.
- B2.2 The Consulting Contract Administrator 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 Consulting Contract Administrator 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 Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.
- B3.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator only to the Proponent who made the enquiry.
- B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Consulting Contract Administrator in writing.
- B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

- B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Consulting Contract Administrator. 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 Consulting Contract Administrator.

B5. ADDENDA

B5.1 The Consulting Contract Administrator 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 Consulting Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.3 Addenda will be available on the MERX website at www.merx.com.

B5.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

B6. PROPOSAL SUBMISSION

B6.1 The Proposal shall consist of the following components:

- (a) Form A: Bid/Proposal (Section A) in accordance with B7;
- (b) Fees (Section B) in accordance with B8.

B6.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
- (c) Project Understanding and Methodology (Section E) in accordance with B11; and
- (d) Project Schedule (Section F) in accordance with B12.

B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B6.5 Proposal format, including number of pages for each section, font, etc., will not be regulated, except that the number of pages is limited to twenty five (25) excluding covers, table of contents, and Form A. All other tables, drawings, photos and appendices are to be included within the twenty five (25) pages limit. All pages shall be of size 8.5" x 11" except drawings, tables and schedules can be 11" x 17". Also, the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.

B6.6 The Proposal shall be submitted electronically through MERX at www.merx.com.

- B6.6.1 Proposals will **only** be accepted electronically through MERX.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B6.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

- B7.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their 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 their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2
- B7.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B7.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their 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 their duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B8. FEES (SECTION B)

- B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4.1 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 Proposal shall include a Time and Expenses based fee allowance in the amount of \$20,000 for services related to the geotechnical site investigation as detailed in D6.16(c)
- B8.5 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any traffic control, and expenses related to laboratory materials testing and sewer televising and hydroexcavation, as per E1. The amount for each disbursement shall be shown on Form P: Person hours as Type 1 Disbursement, which is to be included in the evaluated fee.
- B8.6 Further to B8.4, Proponents shall submit a budget estimate for any traffic control, and expenses related to laboratory materials testing, sewer televising, and hydroexcavation in their proposal which will be considered as Type 2 Disbursement and not included in the evaluated Fee. Also, an allowance of up to 5% may be made for subconsultant handling charges and shall be shown on Form P: Person hours as Type 2 Disbursement, which will not be included in the evaluated Fee. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.
- B8.7 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B8.8.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D19. Any such costs shall be determined in accordance with D19.

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 D3.8 and as defined in Appendix A for up to three projects of similar scope and complexity and/or similar size and complexity. For each project listed the Proponent should submit: a description of the project; role of the proponent; project's original contracted cost and final cost separated into design and construction costs as applicable; the year the project was completed; the project owner; and reference information (one current name with telephone number per project).
- B9.1.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.2 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

- B10.1 Describe your approach to overall team formation and coordination of team members.
- B10.1.1 Include an organizational chart for the Project.
- B10.2 Identify the following Key Personnel assigned to the Project:
- (a) Project Manager;
 - (b) Transportation Lead;
 - (c) Active Transportation Lead;
 - (d) Geotechnical Lead;

- (e) Hydraulics Lead;
- (f) Other Lead Personnel

- B10.3 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers . Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.
- B10.4 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner;
 - (d) Reference information (two current names with telephone numbers and email addresses per project).

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.
- B11.2 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.3 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the team's understanding of the urban design issues;
 - (c) the proposed Project budget;
 - (d) the Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
 - (e) any other issue that conveys your team's understanding of the Project requirements.
- B11.4 Methodology should be presented in accordance with the Scope of Services identified in D4. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project. The Proposal should explicitly list dates for all key meetings and list all the planned deliverables and their formats for the project and state any assumptions made with respect to the deliverables and the Scope of Services. The Proposal should also list all activities and services to be provided by the City.
- B11.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D3.8 Scope of Services.
- B11.5.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.
- B11.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.4.

- B11.7 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>
- B11.8 The table should also include the cost of all applicable disbursements and any associated mark-ups. Subtotals should be provided summarizing the costs for each individual, each task, and each Phase of the assignment. For each person identified in B10.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D4.1.

B12. PROJECT SCHEDULE (SECTION F)

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

B13. DISCLOSURE

- B13.1 Various Persons provided information or services with respect to this RFP. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B13.2 The Persons are:
- (a) N/A

B14. CONFLICT OF INTEREST AND GOOD FAITH

- B14.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:
- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of their participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information ~~disclosed~~ by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

- B14.3** In connection with their Proposal, each entity identified in B14.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Consulting Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B14.4** Without limiting B14.3, the City may, in their sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in their sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B14.5** Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in their sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of their Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B14.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B15. QUALIFICATION

- B15.1** The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract;
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- B15.2** The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

- B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
 - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
 - (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;
 - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
 - (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B15.4 and D6).
- B15.4 Further to B15.3(f), the Proponent acknowledges they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B15.5 The Proponent shall submit, within five (5) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.
- B15.6 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B16.1 Proposals will not be opened publicly.
- B16.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Consulting Contract Administrator.

B17. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B19. INTERVIEWS

B19.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
- (c) Fees; (Section B) 10%
- (d) Experience of Proponent and Subconsultant; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
- (f) Project Understanding and Methodology (Section E) 40%
- (g) Project Schedule. (Section F) 5%

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.

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

- B21.5 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.6 Further to B21.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.3.
- B21.7 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.
- B21.8 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B10.
- B21.9 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B11.
- B21.10 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B21.11 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with their own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at their discretion, award the Contract in phases.
- B22.5 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.

- B22.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B22.6.1 The Contract documents as defined in C1.1(u) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B22.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B22.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D19 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B22.9 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B22.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2022-09-02) 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. CONSULTING CONTRACT ADMINISTRATOR

D2.1 The Consulting Contract Administrator is:

Damir Muhurdarevic, P.Eng.

Telephone No. 204 986-3712

Email Address: DMuhurdarevic@Winnipeg.ca

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

D3. BACKGROUND

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

D3.2 The Regional and Local Streets Program is the annual Capital street renewal program of the City of Winnipeg Capital Budget as adopted by Council.

D3.3 The 2023 Capital Budget, which was adopted by Council on March 22, 2023, includes \$400,000 for the Empress St - St Matthews to Saskatchewan (Preliminary Design) project, as part of the Regional Non-Accelerated Street Renewals. The adopted capital budget also includes \$3,000,000 assigned to the Waterway Crossings and Grade Separations Annual Program.

D3.4 The limits of the of the corridor study shall be Empress Street from St. Matthews Avenue to Saskatchewan Avenue, and Omand's Creek culvert structure crossing Wellington Avenue.

D3.5 Technical background, current conditions, and possible improvements along limits specified in D3.4:

- (a) Sections of pavement on Empress St require renewal; pavement renewal should be rationalized along with current needs.
- (b) The intersections at Empress St and: St. Mathews Avenue, Ellice Avenue, Wal-Mart Driveway (1001 Empress St.) and Sargent Avenue may require modification on the approach lane configuration to better accommodate left turning traffic and improve traffic operations and safety. Modifying the signals at those intersections will be required.
- (c) The existing "No Left Turn" restriction at the Empress St and Ellice Avenue intersection can be removed and the intersection approach geometry should be modified to accommodate left turns from Empress St.
- (d) The existing culvert structure carrying Omand's Creek under Wellington Avenue is over 50 years old and hydraulically undersized. The twin round corrugated steel pipes' condition is deteriorating as well. It is the only original Omand's Creek crossing along Empress Street left and needs to be replaced. Its proximity to private property and structural parking lot on the east bank of Omand's Creek has created difficulty to access for inspections.
- (e) The Pedestrian and Cycling Strategies study was adopted by Council in 2015. Bicycle lane upgrades to Empress St are considered moderate/high priority within that document. Include protected bicycle facilities, pedestrian upgrades, extending from St Matthews Ave

to Saskatchewan Avenue, connecting to the existing multi-use path at the northwest corner of Saskatchewan Avenue and St. James St. as part of the corridor study.

- (f) Some existing Transit stops along Empress St do not meet accessibility requirements. The Winnipeg Transit Master Plan indicates that transit service is being removed from Empress Street as part of the Short-Term Network Plan. Removal of transit service and transit stops in the preliminary design shall be coordinated with Winnipeg Transit.

D3.6 The slope between Empress and Omand's Creek appears to be unstable or marginally stable at various locations in the project area. It is likely that there has been damages to the street and possibly other infrastructure as a result of slope movements. A geotechnical investigation, stability assessments, and remediation plan are required to evaluate and address instability risks and impacts. Some localized slope stabilization remediation has been carried out by the City of Winnipeg under past roadway and bridge projects. Stability improvements for the banks of Omand's Creek should be provided within the study area wherever public assets are deemed to be at risk. Relocation of assets away from the risk area should be considered if feasible and cost-effective.

- (a) Omand's Creek is designated as a Provincial Drain, and any proposed changes to the Creek channel, slopes or crossings must be approved by the Province of Manitoba. The Province should be consulted as a key stakeholder during design phases.

D3.7 The City recently completed construction of improvements associated with the Empress Street and Overpass Reconstruction and Rehabilitation Project. This project included the modification of Empress Street from Portage Avenue to St. Matthews Avenue, and included alteration of the roadway network, traffic operations, roadway and active transportation facilities, creek bank slope stabilization, and related works. The present study should fully integrate and be compatible with this recently completed project. Details of this recently completed project can be found on the project website:
<https://www.winnipeg.ca/publicworks/construction/projects/empress.stm>

D3.8 These recommendations shall be reviewed and updated as part of the present study

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of Preliminary Design of Empress St between St Matthews Avenue and Saskatchewan Avenue, as outlined in D6, and in accordance with the following:

- (a) reconstruction/rehabilitation of concrete pavements;
- (b) geometric improvements;
- (c) pedestrian and cycling facilities that may include protected bike lanes, multi-use pathways, and sidewalks;
- (d) slope stabilization.

D4.1.1 The Services required under D4.1 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>. Notwithstanding the foregoing, the Consultant is being engaged by the City for their professional expertise; the Consultant shall bring to the Consulting Contract Administrator's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D4.1.2 Unless otherwise specified below, Appendix A – Definition of Professional Consultant Services – Engineering shall be applicable to the provision of Professional Engineering Services for this Project.

D4.2 The following shall apply to the Services:

- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions

- <http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=5989>
- (b) Universal Design Policy
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=3604>
 - (c) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
 - (d) City of Winnipeg's Transportation Standards Manual (Draft 2012);
 - (e) Transportation Master Plan 2011;
<https://winnipeg.ca/publicworks/transportation/pdf/transportationMasterPlan/2011-11-01-TTRWinnipegTMP-Final-Report.pdf>
 - (f) Transportation Master Plan 2050 (ongoing), refer to:
<https://winnipeg.ca/publicworks/transportation/transportationmasterplan.stm>
 - (g) Canadian Highway Bridge Design Code, CSA S6-19.
 - (h) Winnipeg Transit Master Plan, as submitted to the Standing Policy Committee on Infrastructure Renewal and Public Works (SPC-IRPW) on Thursday, March 11, 2021 (Report #4)
<http://clkapps.winnipeg.ca/dmis/ViewDoc.asp?DocId=20797&SectionId=&InitUrl>
 - (i) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009);
 - (j) City of Winnipeg's Tree Removal Guidelines (latest edition);
 - (k) The current edition of The City of Winnipeg Standard Construction Specifications.
 - (l) Winnipeg Pedestrian and Cycling Strategies, <http://walkbike.winnipeg.ca>
 - (m) Current and best practices in pedestrian and cycling infrastructure design.
 - (n) City of Winnipeg's Project Management Manual and associated templates and processes;
<http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2>
 - (o) City of Winnipeg's Investment Planning Manual and associated templates and processes;
<http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2>
 - (p) City of Winnipeg Zoning By-law (200/2006);
 - (q) The Accessibility for Manitobans Act;
http://www.accessibilitymb.ca/pdf/accessibility_for_manitobans_act.pdf
 - (r) Public Engagement Guidelines
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>

D4.3 The funds available for this Contract are \$600,000.00

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) " **ROW** " means Right-of-Way;
- (b) "**Supply Chain Disruption**" means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption.

D6. PRELIMINARY DESIGN

Geometric Design

- D6.1 Review existing and required roadway facility (right-of-way, roadway width, curbing, etc.). Empress is considered a Regional Arterial from St. Matthews Avenue to Wellington Avenue, and a Non-regional Collector from Wellington Avenue to Saskatchewan Avenue
- D6.2 Provide the recommended geometric design criteria for City approval.
- D6.3 Prepare a pavement structure design with a design life of 60 years (for concrete pavements) or 30 years (for asphalt pavements) utilizing the AASHTO 1993 Pavement Design Guide or equivalent design method.
- D6.4 Review approach and intersection geometry and identify issues and opportunities for improvement.
- D6.5 Select and fully integrate appropriate pedestrian and cycling facilities.
- D6.6 The geometric design process should be concurrent with the slope stabilization to optimize designs.
- D6.7 The Proponent shall undertake an investigation to determine if Property Acquisition is required and economically feasible when considering the viability and costs for slope stabilization of Omand's Creek.
- D6.8 The design must accommodate emergency vehicle access.

Traffic Study

- D6.9 The Successful Proponent should summarize existing traffic conditions and perform a Synchro and Simtraffic analysis to establish the baseline performance of the intersections during the weekday a.m. and p.m. peak within the study area. Once a plan has been refined by the Successful Proponent, they should estimate a.m. and p.m. peak period traffic volumes and perform a traffic analysis using Synchro and Simtraffic to confirm anticipated opening day and 5-year horizon performance. This traffic analysis should be used to identify any new left turn bays and recommend approach lane configuration at all intersections.
- D6.9.1 Further to D6.9, the City will provide available traffic count data.

Pedestrian and Cycling Facilities Design

- D6.10 Facilities are to be designed for people of all ages and abilities, using the best and most current practices in bicycle and pedestrian facilities design. The facility south of St. Matthews is a 1.5 m sidewalk adjacent to a 3.0 m bidirectional bike path. The facility type north of St. Matthews will be impacted by the available space after slope stabilization and may either continue this treatment or an alternate facility type may be selected.
- D6.11 The study area for the pedestrian and cycling facilities design shall provide connections from the existing facility on Empress Street south of St. Matthews to the recently completed multi-use pathway at the northwest corner of Saskatchewan Avenue and St. James Street. Wellington Avenue is identified as a future east-west Active Transportation route and may be considered as an alternate routing to Saskatchewan Avenue to connect these facilities.
- D6.12 Wellington Avenue on the east of the CP La Riviere railway is identified as an east-west Active Transportation route. Connectivity between Wellington Avenue and the Empress St facility shall be considered and an appropriate connection crossing the railway shall be recommended.
- D6.12.1 Recommendations for pedestrian and cycling facilities should be prepared in consultation with a bicycle facilities design expert with extensive experience in the successful design of complex bicycle facilities within North America.

- D6.13 Recommendations are to be provided for pedestrian and cycling traffic control devices in reference to current Transportation Association of Canada guidelines.
- D6.14 Pavement marking plans should be prepared by the Successful Proponent.

Road Renewal

- D6.15 The Successful Proponent shall review and confirm the following road renewal assessment:
- (a) Major Rehabilitations:
 - (i) Empress St. – Wellington Avenue to Saskatchewan Avenue
 - (b) Reconstruction:
 - (i) Empress St. – St. Matthews Avenue to Wellington Avenue

Geotechnical and Hydraulic Assessments and Design

- D6.16 Geotechnical Investigation and Assessment
- (a) Review existing geotechnical engineering reports and data.
 - (b) Conduct a geotechnical investigation of the west embankment of Omand's Creek as required to supplement existing geotechnical information. The Proposal shall include the methodology and justification for the proposed geotechnical investigation program. The proposed geotechnical investigation shall be sufficient to conduct the detailed design of any feasible alternative.
 - (c) As per B8.4 an allowance shall be included in the fee proposal for expenses related to drilling additional test holes, insitu testing, collecting samples, testing samples, purchasing instrumentation, and installing instrumentation.
 - (i) A detailed plan, including cost estimates, for the geotechnical investigation shall be submitted and approved by the Project Manager before commencing.
 - (ii) The Consultant's time and expenses associated with coordinating and supervising the investigation, analysing results, monitoring and reporting shall be included in the fixed fee in B8.1
 - (d) Evaluate the stability of the existing slopes, including but not limited to the length of the west bank along Omands Creek within the study area described in D6.1, considering both existing and proposed conditions. Analysis shall be performed on an appropriate number of cross sections to be representative of the range of road alignments, topography and subsurface conditions.
 - (e) Develop design alternatives to address risks associated with any slope instabilities identified, with consideration for relevant factors including, geometric constraints, potential impacts to private properties, riparian habitat, the sensitivity of at-risk assets to post-construction deformations etc.
- D6.17 Hydraulic Review
- (a) Perform a hydraulic review to determine seasonal water levels, as may be required for consideration in slope stability analysis, road design and structure design.
 - (b) Evaluate condition and extents of existing riprap erosion protection, and the need for supplemental erosion protection.
 - (c) Develop additional or supplemental erosion mitigation strategies for the site if deemed necessary.
 - (d) Assess impacts to channel hydraulics that may result from the works, and provide recommendation to mitigate unacceptable impacts.

Culvert Replacement

- D6.18 Structure Replacement Design

- D6.18.1 Carry out a functional and preliminary designs of the replacement the existing culvert structure carrying Omand's Creek Wellington Avenue east of Empress Street.
- D6.18.2 Site Assessments
- (c) Perform hydraulic and hydrologic analysis to determine the appropriate size and type of hydraulic opening. Consult with the Water & Waste Department to confirm acceptability. Provide updated HEC-RAS model with the functional design scheme for the proposed crossings at the conclusion of the project.
 - (d) Carry out analysis using geotechnical values obtained as part of the investigation as per D6.16. Recommend further geotechnical investigation requirements that may be undertaken or added as extra work to this Contract (i.e. no need to include in the Proposal submission).
 - (e) Review existing utilities at and near the culvert and hold meetings with representatives from the utilities as necessary. Assess the scope of potential utility relocation requirements in consultation with the proper authority and the City of Winnipeg.
- D6.18.3 Preliminary Design of Crossing Structure
- (a) Culvert shall be designed in accordance with the Canadian Highway Bridge Design Code, CAN/CSA-S6-14. The design live load vehicle shall be the CL-625 and shall be designed for a minimum 75-year design life.
 - (b) Develop two (2) functional structure crossing alternatives consistent with the above information, including Class 4 (expected accuracy of +50% to -30%) cost estimate. Develop evaluation criteria and weighting for selection of the recommended. This is to be done in conjunction with the Project Manager and the City of Winnipeg Project Technical Steering Committee.
 - (c) Carry the preferred option, as chosen per (b) through to preliminary design, including Class 3 (expected accuracy of +30% to -20%) cost estimate, traffic management plan during construction including risk assessment, and proposed construction schedule.

Pavement Design

- D6.19 The Successful Proponent shall complete a road condition assessment, including geotechnical requirements as identified in Appendix B.
- D6.20 The Successful Proponent shall prepare and submit a pavement design analysis and provide a pavement design brief for the recommended pavement structures of all new or reconstructed pavements as identified in D6.23(o).
- D6.21 The Successful Proponent shall include a drainage plan for the final proposed design.

Other General Requirements

- D6.22 The Successful Proponent shall hold a total of up to 5 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 investigations, presentation of potential options and to gain concurrence of recommendations for the alternatives to be developed, prior to finalization of the preliminary design report.
- D6.23 The Successful Proponent will be responsible for:
- (a) Confirming the scope of work required using professional engineering judgement.
 - (b) Preparation of a schedule of goals, objectives and activities (Project Schedule) for the entire project, broken down into an acceptable and measurable level and provide comprehensive management of the project. Monitor and maintain the same in a manner acceptable to the City. Monthly status reports provided to the Project Manager should include but not be limited to:
 - (i) Progress on tasks since previous reports;
 - (ii) Planned accomplishments for next period;

- (iii) Project schedule update;
 - (iv) Project budget update;
 - (v) Identify potential problems, risks, concerns, etc for the project.
- (c) Developing a project Risk Management Plan, 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 at:
<https://legacy.winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#5>
- (d) Review and incorporate regulatory requirements into the project plan and schedule. Obtain approvals from appropriate regulatory agencies as necessary.
- (e) In consultation with the Project Manager, determining the extent to which site investigation is required.
- (f) Field surveys.
- (g) Acquiring and review of the historical and as-built drawings within Project limits from Underground Structures.
- (h) Acquiring and review of historical information from all utilities within the Project limits.
- (i) Acquiring related reports and historical information, where available, within the Project limits (i.e. Omand's Creek, etc.) and review as related to this Project.
- (j) Referring to **E1** the Sewer Televising Guidelines for Public Works Projects, determining the extent to which the sewer infrastructure (a) requires inspections, and (b) in consultations with the Water & Waste Department, and the approval of the Project Manager, requires repair or renewal.
- (k) Engaging the services of appropriate qualified Subconsultant personnel where additional services are required, including but not limited to:
- (i) Site investigation (geotechnical services) as per Appendix B;
 - (ii) Materials testing services;
 - (iii) Closed circuit television (CCTV) sewer inspection as per E1;
- (l) Detailed review of access requirements for adjacent residents/businesses.
- (m) Construction staging plans that minimize disruption to the public. Assumptions should be stated in the proposal.
- (n) Providing project details and regular project updates to the Accela right-of-way coordination system.
- (o) Undertake pavement design analysis that recommends pavement structure and utilizes a 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.
- (p) Identify and confirm property requirements and/or easements and provide necessary information to the City of Winnipeg to support the property acquisition or easement process including drawings if necessary. Under the City's conceptual plan, additional property acquisition is not anticipated.
- (q) Determine and assist the City in obtaining any regulatory requirements, including, but not limited to those with the City of Winnipeg Waterways, Manitoba conservation, Manitoba Water Resources, Navigable Waters, and Department of Fisheries and Oceans (DFO).
- (r) Conduct traffic operation studies:
- (i) Establish existing conditions and baseline weekday morning and afternoon peak period performance;
 - (ii) Confirm/determine the appropriate lane requirements;
 - (iii) Analyses are to be conducted using Trafficware Ltd. Software (Synchro and Simtraffic) and the resulting files are to be provided to the City of Winnipeg for review;
- (s) Develop a construction traffic management plan

- (t) Develop an access management strategy for property access within and affected by the work in the project area;
- (u) Coordinate intersection designs with the City of Winnipeg Traffic Signals Branch.
- (v) Develop and erosion control and sediment mitigation plan incorporating aesthetics as part of the preliminary design, including streetscaping, and landscaping.
- (w) Coordinate with utilities, other City Branches, Divisions and Departments, and get cost estimates from all stakeholders.

D6.24 Preliminary Design Report

- (a) Prepare and submit a preliminary design report outlining:
 - (i) the results of the investigations and assessments carried out,
 - (ii) options investigated, and
 - (iii) the recommended scope of work, complete with drawings Class 3 (expected accuracy of +30% to -20%) cost estimates in the form of a Basis of Estimate (BoE) document, complete with the Class of Estimate (CoE) document, traffic management plan during construction, risk assessment, proposed construction schedule, and stakeholder relations feedback.
- (b) The preliminary design report shall document all the findings of the preliminary design study. Four (4) hard copies along with an electronic PDF version properly bookmarked of the final report shall be submitted.
- (c) A draft report is to be submitted. The review period will be four (4) weeks. The report is to be finalized after incorporating feedback from the Consulting Contract Administrator.

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D7.1.1 The Consultant agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D7.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D8. UNFAIR LABOUR PRACTICES

D8.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of->

[human-rights International Labour Organization \(ILO\) <https://www.ilo.org/global/lang-en/index.htm>](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.

- D8.2 The City of Winnipeg is committed and requires its Consultants and their Subconsultants, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D8.3 Upon request from the Consulting Contract Administrator, the Consultant shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C14.
- D8.5 In the event that the City, in its sole discretion, determines the Consultant to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Consultant shall pay to the City a sum specified by the Consulting Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Consultant’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- D8.5.2 The Consultant shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Consultant.
- (a) The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Consultant of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 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 Consulting Contract Administrator with evidence thereof upon request.

D10. SAFE WORK PLAN

- D10.1 The Consultant shall provide the Consulting Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.4(a) for the return of the executed Contract.
- D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City’s template which is available on the Information Connection page at The City of Winnipeg,

Corporate Finance, Materials Management Division website at
<http://www.winnipeg.ca/matmgt/safety/default.stm>

D11. INSURANCE

- D11.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.
- D11.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured.
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$ 500,000 . per claim and \$ 1,000,000 in the aggregate.
- D11.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after Total Performance.
- D11.3 The policies required in D11.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D11.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at their own expense and cost, comparable insurance to that set forth under D11.2(a) and D11.2(b).
- D11.5 The Consultant shall require each of their Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D11.2(a) and D11.2(c).
- D11.6 The Consultant shall provide the Consulting Contract Administrator with a certificate(s) of insurance in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.4(a) 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 D11.9.
- D11.7 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.

- D11.8 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.
- D11.9 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

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 Consulting Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) the Safe Work Plan specified in D10; and
 - (iii) evidence of the insurance specified in D11.
 - (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
 - (c) The direct deposit application specified in D17.1
- D12.3 The City intends to award this Contract by September 12, 2023.

D13. CRITICAL STAGES

- D13.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Submit a Preliminary Design Report for City review by October 01, 2024;
 - (b) Submit a final Preliminary Design Report by November 01, 2024.

D14. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D14.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Services shall be performed by the Consultant with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.
- D14.2 If the Consultant is delayed in the performance of the Services by reason of the Supply Chain Disruption, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D14.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether a Supply Chain Disruption will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability of staff, ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D14.4 For any delay related to Supply Chain Disruption and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D14.3. Failure to provide this notice will result in no additional time delays being considered by the City.

- D14.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D14.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

D15. STAKEHOLDER RELATIONS

- D15.1 The Consultant shall work collaboratively with the Communications Coordinator at Public Works to ensure effective stakeholder and public communications as outlined in D15.2
- D15.2 The Consultant's role in stakeholder relations should include the following:
- (a) The Consultant shall draft, present for review, and refine a stakeholder relations strategy including plans for stakeholder meetings, notifications, and ongoing issues management;
 - (b) The Consultant shall contribute to, review, and assist in delivering a City-developed stakeholder and public relations plan that complements the stakeholder relations strategy;
 - (c) The Consultant shall develop, in consultation with the City, a comprehensive stakeholder list, along with contact information and should update and maintain the list throughout the Project. The stakeholder list will identify key stakeholders in the Project area that may be impacted by the Project. This list will also include groups with a high interest in the outcomes of the Project. The consultants will organize key stakeholders into tiers based on needs, interests, and impacts on stakeholders and stakeholder groups;
 - (d) The Consultant should develop, in consultation with the City, a comprehensive plan to obtain targeted stakeholder input into the project. This targeted stakeholder outreach program should include coordination of three (3) meetings with the stakeholders and coordination and development of materials required for the consultation. These meetings will build relationships and ensure project understanding and that outstanding issues are addressed. The key stakeholders may include but may not be limited to; landowners, business owners, provincial or federal entities, other City of Winnipeg departments, and with those affected by changes to traffic flow;
 - (e) The Consultant shall develop content for communications with stakeholders, or work with City communications staff to do so. This may include, but may not be limited to website updates, direct mail letters and ongoing project updates for residents and businesses;
 - (f) The review of stakeholder materials and advance notice of meetings require time. The Consultant shall ensure adequate time is accounted for in the Project schedule;
 - (i) The anticipated review period for materials will be minimum two weeks prior to distribution.
 - (g) The City will cover expenses for stakeholder consultation activities, including, for example, venue rental charges, equipment rental, catering for refreshments, translation, printing, postage, courier, newspaper advertising, photocopying, subject to prior approval of costs by the Consulting Contract Administrator. Wherever possible, City facilities will be used to host public events;
 - (h) All stakeholder lists, contact information and correspondence with stakeholders and the public, should be tracked by the consultants and should be returned at the end of the Project. Stakeholder and public correspondence tracking logs and lists may be requested by the Project team during the Project.

MEASUREMENT AND PAYMENT

D16. INVOICES

- D16.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed. to:
The City of Winnipeg
Corporate Finance - Accounts Payable

4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204-949-0864

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D16.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Consultant's GST registration number.

D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D17. PAYMENT

D17.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

DISPUTE RESOLUTION

D18. DISPUTE RESOLUTION

D18.1 If the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Consultant shall act in accordance with the Consulting Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D18.

D18.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"

D18.3 The entire text of C17.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in their Appeal Form.

D18.4 Further to C17, prior to the Consulting Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Consultant's equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Consultant's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Consultant's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating

negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Consultant representative levels:

- (i) The Consulting Contract Administrator;
- (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
- (iii) Department Head.

- D18.4.1 Names and positions of Consultant representatives equivalent to the above City position levels shall be determined by the Consultant and communicated to the City at the pre-commencement or kick off meeting.
- D18.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D18.4.3 Both the City and the Consultant agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D18.4.4 If the Dispute is not resolved to the City and Consultant's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D18.4.3, as extended if applicable, has elapsed, the Consulting Contract Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

THIRD PARTY AGREEMENTS

D19. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D19.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D19.2 Further to D19.1, in the event that the obligations in D19 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.
- D19.3 For the purposes of D19:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D19.4 Modified Insurance Requirements
- D19.4.1 If not already required under the insurance requirements identified in D11, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.
- D19.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D19.4.3 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The

Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.

D19.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D19.5 Indemnification By Consultant

D19.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D19.5.2 The Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

D19.5.3 in relation to this Contract or the Work.

D19.6 Records Retention and Audits

D19.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D19.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D19.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D19.7 Other Obligations

D19.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D19.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance

with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D19.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.

D19.7.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D19.7.5 The Consultant represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D19.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

PART E - SPECIFICATIONS

E1. SEWER CONDITION ASSESSMENT & CCTV GUIDELINES (2017)

- E1.1 Perform condition assessment on all relevant sewers and manholes in the right-of-way within the limits of the street renewal. Condition assessment includes, but is not limited to, the following;
- (a) Review all sewer and manhole assets in the City of Winnipeg's Sewer Management System (SMS) application. Determine which assets are to be inspected using Closed-Circuit Television (CCTV) in accordance with Clause E1.2.
 - (b) Review existing CCTV inspections shown in SMS and new CCTV inspections performed in accordance with Clause F4.2;
 - (c) Confirm the appropriateness of existing Backlogged and Pending rehabilitation types and limits shown in SMS. If required, provide revised rehabilitation recommendations;
 - (d) For all inspections, recommend new rehabilitation types and limits not shown in SMS;
 - (e) Recommend what rehabilitation is to be done prior to the pavement renewal project;
 - (f) Provide a rehabilitation summary and the new CCTV inspections and corresponding defect coding to WWD Asset Management Branch for review and approval.
- E1.2 The Closed-Circuit Television (CCTV) criteria provided below are general guidelines and are not intended to replace sound municipal engineering judgement specific to the individual project scope and/or location.
- (a) Clean & Inspect sewers and manholes in accordance with CW 2140 Sewer and Manhole Cleaning, and CW 2145 Sewer and Manhole Inspection;
 - (b) Where new inspections are required, provide a list of assets to qualified cleaning and inspection contractors;
 - (c) Inspect all sewers and manholes where no previous CCTV inspections have been completed;
 - (d) Re-inspect sewers and manholes with a Structural Performance Grade (SPG) of 3 or higher that have not been inspected in the previous 5 years or sewers and manholes with an SPG of 1 or 2 that have not been inspected in the previous 20 years;
 - (e) Inspect sewers (regardless of SPG) if the street exhibits obvious distress at/along the underground plant;
 - (f) Inspect all CB leads to be reused as part of a street reconstruction, pavement rehabilitation, or mill and fill rehabilitation;
 - (g) CCTV inspection of sewers and manholes is not required on mill and fill pavement rehabilitation method and thin bituminous overlay (TBO) projects unless the street exhibits obvious distress at/along the underground plant; and,
 - (h) Sewers and manholes located more than two metres from the work limits (i.e. not located under pavement) do not need to be re-inspected if previous CCTV inspection data exist;
- E1.3 For any uncertain situations and/or locations, contact the City Project Manager.
- E1.4 The Consultant is required to coordinate the sewer inspection contract and communicate the results to WWD Asset Management Branch in accordance with Clause F4.1. Provide the sewer inspections and corresponding defects data to WWD Asset Management Branch. Any repairs or other activities deemed necessary from these inspections must be reviewed and approved by WWD Asset Management Branch
- E1.5 Provide the post repair CCTV inspections and corresponding defect coding to WWD Asset Management Branch.