



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 770-2016

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
THE PRELIMINARY DESIGN OF THE CHIEF PEGUIS TRAIL EXTENSION WEST
FROM BROOKSIDE BOULEVARD TO MAIN STREET**

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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B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE PRELIMINARY DESIGN OF THE CHIEF PEGUIS TRAIL EXTENSION WEST FROM BROOKSIDE BOULEVARD TO MAIN STREET

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon, Winnipeg time, September 30, 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 City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B5. ADDENDA

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The 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;
 - (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, 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 fold out but be 11" high) for sections identified in B6.1 and B6.2.
- B6.6 Proposal format, including type of binding, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.7 Further to B6.6, the Proposal shall be no more than 40 pages, exclusive of the required forms, cover page, table of contents, tables, charts, drawings and schedule. Failure to adhere to the page limitation may render the Proposal non-responsive.
- B6.8 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).

B6.9 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.

B6.10 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.11 Proposals shall be submitted to:

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

B6.12 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 D4 Scope of Services.
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 Fees shall include an allowance of up to 8% for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any site investigation (geotechnical) services, Underground Structures drawing acquisitions, public open house logistics, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation, or those included in B8.3. No other disbursements will be permitted.
- B8.4.1 Further to B8.4, the Contract Award shall include, in addition to the Total Bid Price, an allowance for the costs of any site investigation (geotechnical) services, Underground Structures acquisitions, public open house logistics, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation in the amount of up to 15% of the Total Bid Price;
- B8.4.2 Further to B8.4.1, consultant fees for developing, monitoring and interpreting geotechnical and environmental investigations must be included in the submitted fees of this Proposal.
- B8.5 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.
- B8.6 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:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project and contract administration services of at least two projects of similar complexity, scope and value.
- B9.2 For each project listed in B9.1(a), the Proponent should submit the description of the project, the role of the consultant, the project's original contracted construction cost and final construction cost, the design and construction schedule (anticipated Project schedule and actual project delivery schedule, showing design and construction separately), the project owner and upon request of the Project Manager reference information (one current name with telephone number per project).
- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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.
- (a) Roles of each of the key personnel in the Project should be identified in an organizational chart. Identify the lead person for each discipline or work unit.

B10.2 Proposals should include, in tabular form:

- (a) Names of key personnel assigned to the Project, who shall not be substituted without written permission from the Project Manager;
 - (i) Any professional whose charge out rate equals or exceeds one hundred dollars per hour shall also be considered key personnel.
 - (ii) Substitutes or back-up personal shall not be listed in the proposal.
- (b) The experience and qualifications of the key personnel assigned to the Project is to include: job title, educational background and degrees, professional affiliation, years of experience on projects administered for the City of Winnipeg, years of experience in current position, years of experience in planning and design and years of experience in contract administration services.

B10.3 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.

B10.4 Proposals should include, for each person identified in B10.2 a list of at least two projects comparable in complexity, scope and value; in which the person listed did comparable work and played a comparable role. Provide the following: description of the project, role of the person, project owner, and upon request of the Project Manager reference information (one current name and telephone number 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.

- (a) Describe the job function for each person and group of people so identified;
- (b) Provide a Responsibility Assignment Task Matrix that provides time estimates by work activity and in total, including hourly rates for each person identified in B10.2. The matrix is to summate each person's total labour cost and hours at the bottom of the matrix. The matrix is to summate the labour costs for each task and allowable disbursements. This matrix will demonstrate the Proponent's understanding of the levels of effort required to successfully complete the project.
- (c) Describe the methods of control to monitor and complete the assignment within budget and on time. As a minimum, monthly reports, in a format acceptable to the City, shall be submitted with all invoices. These reports shall clearly identify any current or anticipated budget or scheduling issues.
 - (i) All monthly reports shall include a list of each person charging time to the Project and the percentage of those people's efforts relative to the current monthly statement and overall project to date.
- (d) The method of quality assurance and controls to ensure the City receives a quality project that meets our expectations.

B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4.

B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B11.4 Proposals should address the team's understanding of the broad functional and technical requirements, the team's understanding of the urban design issues, the team's understanding of transportation corridor planning and design issues, the team's understanding of interchange design issues, any innovation to be used for perform the Scope of Services identified, all activities and services to be provided by the City, the deliverables of the project, any assumptions made with respect to the deliverables and the Scope of Services, the City's 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.

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 design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.
- B12.3 The Proponent's schedule shall demonstrate the following:
- (a) The Proponent's schedules shall demonstrate the total completion of the final engineering report and associated drawings within approximately 12 months of Award or sooner.

B13. DISCLOSURE

- B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B13.2 The organizations are:
- (a) Morrison Hershfield Limited – Chief Peguis Trail Functional Design Study – Brookside Boulevard to Main Street. The final report is available to proponents as specified in D3.24
 - (b) MMM Group Limited – Technical Review of the Chief Peguis Trail Functional Design Study. The final report is available to proponents as specified in D3.24

B14. QUALIFICATION

- B14.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract;
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
 - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- B14.2 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>
- B14.3 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.

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

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

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the names of the 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/>

B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B15.4 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.

B16. IRREVOCABLE OFFER

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such 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.

B17. WITHDRAWAL OF OFFERS

B17.1 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.

B17.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

- B17.1.3** If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B18. INTERVIEWS

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

B19. NEGOTIATIONS

B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B14: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultant; (Section C) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 25%
- (g) Project Schedule. (Section F) 5%

B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B20.6 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.
- B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B20.8 Further to B20.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B20.9 Notwithstanding B20.1(d) to B20.1(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.
- B20.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.

B21. AWARD OF CONTRACT

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

- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B21.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- 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:

Scott Suderman, C.E.T., P.Eng., Transportation Facilities Planning Engineer

Telephone No. 204 986-6963

Email Address: ssuderman@winnipeg.ca

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

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

D3. BACKGROUND

General

D3.1 Chief Peguis Trail from Brookside Boulevard to Main Street is part of the Strategic Road Network in the Council approved Transportation Master Plan.

D3.2 Chief Peguis Trail from Brookside Boulevard to Main Street is a short term priority of the City and Council has approved the project to be submitted for the Building Canada Fund.

Transportation Planning Background

D3.3 Chief Peguis Trail and Main Street Intersection:

- (a) The functional design report recommends a single point diamond with a signal on Chief Peguis Trail to better accommodate Main Street which is anticipated to be the higher volume roadway. Although the design provides the best level of service for traffic within the property constraints; it results in a less desirable pedestrian environment on Main Street and undesirable private approach operations. A half-signal for pedestrians and cyclists is still be required on Main Street for this concept thereby eliminating the opportunity for free flow movement on Main Street.
- (b) The most optimal solution would be a parclo but that would result in unacceptable impacts to the Kildonan Golf Course.
 - (i) Property impacts to the Kildonan Golf Course are to be minimized.
- (c) Reduction of encroachment on NEWPCC lands should be a high priority. The facility will undergo a major upgrade / expansion and space must be retained for future upgrades of the site for the next 80-100 years.
- (d) The City has decided to move forward with a single point diamond with the signal on Main Street for the following reasons:
 - (i) The structures would be simpler
 - (ii) Less retaining walls would be required
 - (iii) Offers a more open pedestrian environment on Main Street, which is defined as a Regional Mixed Use Corridor in the Completed Communities Direction Strategy, and

provides the opportunity to have a grade separated crossing of Main Street for pedestrians and cyclists.

- (iv) Improves the operations and safety of access on Main Street, especially to the NEWPCC
 - (v) Provides the free flowing movement on the higher classified roadway
 - (vi) Reduced land impacts
 - (vii) Anticipated lower costs
- (e) The City considers these benefits to outweigh the possible reduced level of traffic service at the projected horizon year. A concept sketch of the interchange with a traffic signal on Main Street will be included in the information available upon request. The purpose of that sketch is to confirm spatial feasibility. Pedestrian and cycling accommodation across the intersection in both directions has not yet been designed. The City conceptualizes a possible through-pass to the west that would accommodate route changes. A pedestrian overpass to the north would provide uninterrupted service along the Greenway. There could be some at-grade staged crossing options at the signal on Main Street.

D3.4 Main Street

- (a) The posted speed limit on Main Street has recently been lowered to 60 km/h from 70 km/h. This is in part a result of the increased densification north of Chief Peguis Trail to Fernbank Avenue.
- (b) It is desired to have six lanes on Main Street underneath a future structure at Chief Peguis Trail however a detailed review of lane balancing is required. It is not desirable to continue six lanes beyond Ridgecrest Avenue. This could require excessive property, impacting existing trees and space available for pedestrian and bicycle facilities. Main Street is a desire line to bring people on bicycles from the north limit of the City to the Chief Peguis Greenway and the North Winnipeg Parkway.
- (c) A review of how right turn movements are accommodated at the Main Street and Chief Peguis Trail interchange is required to balance all road users.
- (d) The NEWPCC located at 2230 Main Street is City's largest Wastewater Treatment plant. With the proposed plant upgrades, there will be approximately 140 staff working at the plant. Currently, there are already difficulties for employees to make left-turn into the plant during 7:00-8:00AM from the northbound lane of Main Street. In addition, leaving the plant (both south and northbound) is currently difficult between 4:00-4:30 pm. In addition, there are more than 100 tanker trucks hauling liquid waste and leachate entering and exiting the plant from Main Street daily. The majority of tanker trucks make a left turn onto northbound of the Main Street when leaving the facility.

D3.5 Chief Peguis Trail and Ferrier Street Intersection

- (a) It is desirable in the long term to connect Ferrier Street to the Chief Peguis Trail to support future development north of the Chief Peguis Trail to provide a properly spaced road grid.
- (b) Connecting Ferrier Street from the south up to Chief Peguis Trail is necessary to reroute oversized loads from the Armtec plant and also to accommodate 60-70 hauling trucks entering and exiting the NEWPCC plant daily which will occur after the NEWPCC upgrade.
- (c) Connecting Ferrier Street day one to between Murray Avenue and Chief Peguis Trail may increase neighborhood shortcutting down Murray Avenue to undesirable levels until such time the road network in Precinct G is completed.
- (d) It is anticipated to be undesirable in the long term to have a signal at the Chief Peguis Trail and Ferrier Intersection.
- (e) The alignment and intersection location of Chief Peguis Trail and Ferrier Street needs to be optimized to reduce land impacts to the City adjacent City owned land.

D3.6 Ferrier – McGregor Realignment:

- (a) This connection is important as a direct route from the north limit of the City all the way to a long term connection across the CP Rail yards connecting on to Sherbrook Street where the Health Sciences Centre is located.
- (b) This connection also provides a good opportunity for improving routes for people on bikes.
- (c) The consultant is to validate the use of a roundabout at Templeton Avenue and at the Bergen cut-off to delay the requirements for twinning Ferrier Street.
- (d) The alignment to be designed is to be the traditional alignment recommended in the Functional Design Report.
- (e) This roadway improvement will also improve NEWPCC access accommodation.
- (f) It is desired to optimize the Ferrier Street alignment to maximize the available space for the NEWPCC expanded footprint
- (g) Armtec currently uses the Bergen Cut-off road to haul oversize deliveries from their plant to access McPhillips. The Ferrier Street and Bergen Cut-off intersection is to accommodate Armtec's requirements for oversized deliveries.

D3.7 Chief Peguis Trail and McPhillips Intersection:

- (a) A diamond interchange is required opening day as per City direction. The consultant is to quantify benefits and costs of constructing a diamond interchange opening day versus an at-grade signalized intersection.
- (b) The consultant shall compare at a high level a conventional diamond, tight diamond and a diverging diamond prior to commencing preliminary design to ensure the optimal configuration is selected.

D3.8 McPhillips Street

- (a) Dense residential and large commercial development is imminent along McPhillips Street near the Chief Peguis Trail and would be accelerated once Chief Peguis Trail is built. It is prudent that the McPhillips Street accommodate an urbanized six lane divided road through the project area and terminate at a logical northern terminus. Bicycle facilities are to be included in the boulevard along McPhillips Street.
- (b) Expanding and urbanizing McPhillips Street a later date would be of lower value as modification within and under the new diamond interchange would be required.

D3.9 Chief Peguis Trail and Pipeline Road Intersection:

- (a) Right-of-way has been established for Pipeline Road south of Chief Peguis Trail either side of the road. Manitoba Infrastructure (MI) has stated the connection of Pipeline Road and the Perimeter will remain long term.
- (b) It is desired to have some form of a grade separated facility for high mobility through Pipeline Road however no interchange configurations have been evaluated to date.

D3.10 Chief Peguis Trail and Dr. Jose Rizal Way Intersection and Extension of Dr. Jose Rizal Way and Leila:

- (a) These improvements are necessary to support the imminent development that would result from the construction of the Extension; therefore the design needs to be done in consultation with the immediate land developers. These connections are also needed to reduce neighborhood short cutting and optimize use of the Extension. It is preferred to utilize a roundabout in lieu of a curve to change the direction of Leila Avenue towards Dr. Jose Rizal Way. Permitting a right turn entrance ramp to access Chief Peguis Trail from Leila Avenue may also be beneficial to reduce neighborhood short-cutting.

D3.11 Chief Peguis Trail and Brookside Boulevard:

- (a) An at-grade tee intersection that can be staged into the future interchange in envisioned by the City.

Other Projects

- D3.12 Short term expansion of the NEWPCC
- (a) The City has imminent plans to expand the footprint of the NEWPCC towards Main Street and toward Ferrier Street, south of the Chief Peguis Trail, which will include a new at grade rail crossing of the Winnipeg Beach Line. A preliminary shadow plan will be provided in the requested additional materials for bidders.
 - (b) Estimated date for construction to initiate is 2019.
 - (c) A power supply upgrade will be implemented prior to the major upgrade, and this project is planning to utilize the land along Highland Ave as a laydown area. This work is planned to be completed in 2019.
 - (d) All impacts shall be coordinated with the NEWPCC Project Team.
 - (e) Upgrade to the NEWPCC outfall, which crosses underneath Main Street towards the Red River may be required as part of a future project.
- D3.13 Long term expansion of the NEWPCC
- (a) The City has reserved land on the south east corner of Ferrier Street and Murray Avenue, north of the Chief Peguis Trail for a long term expandability of the of the NEWPCC.
 - (b) A new communications tower is planned in the south east corner of Ferrier Street and Murray Avenue within City owned land.
- D3.14 Preliminary design for the extension of the Chief Peguis Trail Greenway from Henderson to Main is planned to commence in the fall.
- D3.15 The City recently completed the construction of a new Feedermain crossing of the Red River just north of the Kildonan Settlers Bridge
- D3.16 Preliminary design underway of a new interceptor sewer crossing of the Red River just south of the Kildonan Settlers Bridge, with construction anticipated to begin late 2017/early 2018.
- D3.17 Construction of the Aurora commercial and residential subdivision is underway on the south east corner of McPhillips Street and Murray Road in Precinct F.
- D3.18 Construction of the Amber Gate residential subdivision is underway on the north east corner of Templeton Avenue and Pipeline Road (Precinct E). The City of Winnipeg is currently leading a planning process for the remainder of lands within Precinct E identified as a Special Planning Area in the Precinct Plan (Between Court Avenue and Templeton Avenue).
- D3.19 Planning for Precinct G has commenced.
- D3.20 The Province had issued an RFP for examining the rationalization of the Winnipeg Beach Line, this initiative is currently on hold.
- D3.21 Extension of the Chief Peguis Trail from Brookside to CentrePort Canada Way is within the RM Rosser and would be jurisdiction of MI. The RM of Rosser and MI prepared a secondary plan for the CentrePort lands lands within the RM of Rosser which demonstrates a concept alignment. Various subdivision applications have been submitted to the RM of Rosser adjacent to Brookside Boulevard and the proposed Chief Peguis Trail extension.
- D3.22 The twinning of Dr. Jose Rizal Way is under construction.

Additional Information to be Provided Upon Request of Bidders

- D3.23 The following information will be providing during the RFP period upon request to the Project Manager and will require a confidentiality agreement to be signed prior to release:
- (a) Utility as-builts
 - (b) Functional Design Report
 - (c) Technical Review and Comments on Functional Design Report

- (d) Concept sketch of Single Point Diamond Interchange at Chief Peguis Trail and Main Street
- (e) Tower relocation concept
- (f) NEWPCC Expanded footprint shadow plan
- (g) T-drawing for six lanes on McPhillips Street from Leila Avenue to Murray Avenue
- (h) Forestry and Wildlife Habitat Compensation Methodology
- (i) Existing Kildonan Settlers Bridge drawings

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of the Preliminary Design of Chief Peguis Trail Extension West from Brookside Boulevard to Main Street in accordance with the following:

D4.1.1 Functional Design - The consultant shall perform all tasks necessary to complete an ultimate Functional Design of the CPT Extension with the following major components:

- (a) Plan and design future interchanges at Chief Peguis Trail and Pipeline, Dr. Jose Rizal Way and Brookside in sufficient detail such that the City can acquire the land with confidence and share the plans with the Province, developers and the public.
 - (i) These plans are necessary to properly plan and design the land drainage components and pedestrian and cycling facilities for the immediate project to ensure compatibility with the future upgrades.
 - (ii) This engineering work is not anticipated to be required at Chief Peguis Trail and Ferrier Street as the City will retain any surplus land and in addition to the required lands, identified through this project, so there should be sufficient space for a future diamond interchange.
- (b) The RM of Rosser's secondary plan calls for a pedestrian and bicycle spine along CentrePort Canada Way leading up to Brookside Boulevard. Develop a grade separated plan to bring people across Brookside Boulevard to connect new neighborhoods on both sides. This plan is to be compatible with the interchange concept and inform the preliminary design of the extension.
- (c) In consultation with Transit, recommend and identify locations for future Transit Park and Rides near Brookside Boulevard or Dr. Jose Rizal Way and Pipeline. Recommend footprints in sufficient detail such that the City can acquire the land with confidence and share the plans with developers and the public.

D4.1.2 To provide clarification to Proponents all work described within this proposal and outside of Clause D.4.1.1 shall be taken to or exceed the Preliminary Design level.

D4.1.3 Preliminary Design

- (a) Preliminary Design of the Chief Peguis Trail Extension Project from Main Street to Brookside Boulevard with the primary deliverables:
 - (i) Preliminary Engineering drawings for all aspects and components of the project to exceed 33% of a completed detailed design (Schematic Design in accordance with P3 Canada).
 - (ii) A Class 3 estimate (Class C in accordance with P3 Canada) that can be used for budgeting and funding application purposes.
 - (iii) A preliminary design report.
 - ◆ Six (6) hard copies along with an electronic PDF version properly bookmarked of the final report shall be submitted. The reports are to be coil bound.
- (b) The consultant shall perform all tasks necessary to complete the Preliminary Design of the CPT Extension which features some of the following major components:
 - (i) High mobility, limited access expressway that will be compatible with the future Inner-Ring Road System.

- (ii) Single point diamond interchange at Chief Peguis Trail and Main Street with a traffic signal light on Main Street.
- (iii) Pedestrian and Bicycle grade separations:
 - ◆ Over Main Street near the Chief Peguis Trail
 - ◆ Through pass under Chief Peguis Trail west of Main Street
 - ◆ Over Chief Peguis Trail connecting the Templeton-Sinclair neighborhood to the proposed Aurora development
 - ◆ Over or under Chief Peguis Trail connecting future developments north of Chief Peguis Trail to Amber Trails west of Pipeline.
- (iv) Modifications and expansion to the Kildonan Settlers Bridge to accommodate expansion to six lanes in between existing bridges. Geometrics improvements would be required east of the existing bridge for lane continuity.
- (v) Refine the horizontal alignment of Chief Peguis Trail from Main Street to west of Ferrier Street to minimize impact to the environmentally sensitive area.
- (vi) Continued urbanization and widening of McPhillips Street to six lanes from Leila to approximately Murray Avenue.
- (vii) Diamond interchange at Chief Peguis Trail and McPhillips Street.
- (viii) Pipeline Road improvements as necessary to support the extension and necessary access to immediate area near Pipeline Road.
- (ix) The alignment of Chief Peguis Trail west of Pipeline Road is to be consistent with the Functional Design Report. This alignment is compatible with the CentrePort Canada extension and is not centred on the quarter section line, as it tries to avoid private residencies within the City limit near Division Avenue.
- (x) Extension of Dr. Jose Rizal Way to Chief Peguis Trail and Leila Avenue to Dr. Jose Rizal Way. Include any ancillary roads to support this extension.
- (xi) Along Chief Peguis Trail design at-grade signalized intersections at Ferrier Street, Pipeline Road, Dr. Jose Rizal Way and Brookside Boulevard.

D4.2 The following shall apply to the Services:

- (a) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
- (b) City of Winnipeg Transportation Standards Manual (Draft 2012);
- (c) City of Winnipeg Accessibility Design Standards (Latest edition)
- (d) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (Latest edition)
- (e) The current edition of The City of Winnipeg Standard Construction Specifications
- (f) Winnipeg Pedestrian and Cycling Strategies
- (g) Current and best practices in pedestrian and cycling infrastructure design
- (h) Current and best practices in the planning design of public transit park and rides
- (i) Current and best practices in the geometric design of traffic interchanges
- (j) The Canadian Highway Bridge design Code CSA S6-14
- (k) Relevant guidelines from P3 Canada <http://www.p3canada.com>
- (l) City of Winnipeg Green Building Policy: New City-Owned Buildings and Major Additions <http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
- (m) Universal Design Policy <http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>

D4.3 This section is a summary of minimum tasks and information that the proponent is required to perform if successful as part of the Contract. Proponents are to ensure their proposal describes how they will achieve the objectives and successful completion of the preliminary design to the

satisfaction of the City of Winnipeg. The proponents shall describe in the proposal submission all tasks that will be performed with the following minimum items of work:

D4.3.1 Access Management

- (a) Provide recommendations and associated design for modifying access to private approaches and public streets as necessary on all cross streets in the vicinity of the Chief Peguis Trail to improve safety, accessibility and operations. The consultant is to communicate with private land owners and the internal stakeholders as required.
- (b) During the construction of the NEWPCC Upgrade, there will be significant volumes of construction traffic flowing into and out of the NEWPCC site. Construction traffic flow needs to be considered and accommodated.

D4.3.2 Affordability

- (a) The consultant shall develop all designs with a value oriented approach. For example: balancing cut and fills to reduce off site hauling or reducing imported fill or utilizing innovative details that can permit accelerated construction.
- (b) The consultant shall consider life cycle costing for various elements where appropriate. For example: comparing bridge superstructure types or pavement types.
- (c) The consultant shall develop and recommend possible options or solutions to the City for various aspects or components of the project for the City to consider reducing the capital and/or operating costs. For example: deferring a section of multi-use path on one side until development has provided the demand.
- (d) Offer options for various elements in terms of “good – better – best” while maintaining the intended safety and functionality. For example: providing an at-grade controlled pedestrian and bicycle crossing versus a through pass or a bridge structure.

D4.3.3 Construction Staging Plan and Schedule

- (a) Develop a construction staging plan that will inform the City as to how many years the project will take to complete.
- (b) Develop an overall project schedule that assumes a start date of around 2018 that includes early works or utility works.
- (c) The project staging plan and schedule will assist in identifying when various properties are required.
- (d) A specific construction staging plan is required to construct the interchanges at Main Street and at McPhillips Street.
- (e) The construction plan should include consideration of the construction being undertaken on NEWPCC (potentially concurrently), resulting in increased construction activity on Main Street and Ferrier Street. Note that Ferrier Street is the likely preferred access to the west biosolids site during construction and should remain accessible.
- (f) The overall project schedule will assist in the consultant working collaboratively with the City Project Manager to populate the Basis of Estimate (<http://winnipeg.ca/finance/infrastructureplanning/camp.stm>) to determine the Project Costs which include things like inflation and cash flow requirements.

D4.3.4 Risk Management Plan (Risk Assessment)

- (a) Prepare a Risk Assessment that meets the minimum requirements of the City's Risk Management Plan template ([link](#)) with the aid of the Risk Identification Checklist. (<http://winnipeg.ca/finance/infrastructureplanning/camp.stm>)

D4.3.5 Pavement Design

- (a) Design pavement structures as required for Chief Peguis Trail and all cross streets. The pavement cross section may change based on soil conditions.
- (b) Both concrete and asphalt are to be compared as well as a maintenance schedule which would be an output of the life cycle cost comparison.

- (c) Pavement designs are to be based on the latest and best practices.
- (d) Provide recommendations for subgrade drainage, geotextile and geo-grid applications.

D4.3.6 Traffic Engineering: Main Street and McPhillips Street at Chief Peguis Trail

- (a) Confirm opening day and long term performance of the traffic of the proposed interchange at Main Street and Chief Peguis Trail.
- (b) Consider the performance of signalized intersection along Main Street in the proximity of the interchange to assist in the design and lane balancing requirements.
- (c) Evaluate traffic operations at McPhillips Street and Chief Peguis Trail to aid in determining the most suitable diamond type; conventional, tight or diverging.

D4.3.7 Project Management/Quality Control

- (a) Prepare and facilitate a Project Charter and associated process at project commencement.
- (b) Proponents are to describe how they will manage the project and perform quality control which includes such things as how often and when they will meet with the City's Project Steering Committee.
- (c) Monthly reports shall include:
 - (i) Fee Invoices
 - (ii) Schedule updates
 - (iii) Description of outstanding and new issues
 - (iv) A percentage breakdown of people charging time to the project relative to the invoice and the overall project
 - (v) Updated Risk Management Plan

D4.3.8 Landscape Architecture, Public Spaces, Aesthetics and Integrated Public Art

- (a) Develop an overall plan for hardscaping, landscaping and public spaces.
- (b) Identify locations for Public Art and methods for integration in consultation with the Winnipeg Arts Council.
- (c) Public Artists will be assigned by the Winnipeg Arts Council and shall work under the general direction of the consulting team Lead Landscape Architect.
- (d) A public park is planned south east of Chief Peguis Trail and McPhillips Street. A dog park is desired by the City, however additional stakeholder consultations are required to determine if this location is the best fit for a dog park given the proximity to the Hebrew Sick Cemetery. The consultant shall provide recommendations and a plan for the park including ways for people to get to the park by walking, cycling and driving.

D4.3.9 Sound Attenuation

- (a) Review and further refine the sound study from the Functional Design Report
- (b) Compare, evaluate and recommend various sound attenuations mechanisms.

D4.3.10 Walking and Cycling

- (a) Review and further refine the walking and cycling facilities within the Functional Design Report.
- (b) Design all facilities to support access to from the proposed Transit Park and Rides and proposed and existing neighborhoods. Pedestrian and cycling facilities are to start and end at logical and safe locations such that new gaps are not created. The Chief Peguis Greenway shall provide connectivity to proposed and existing pedestrian and cycling facilities and neighborhoods.
- (c) The project team shall include a bicycle facilities design expert.

D4.3.11 NEWPCC (2230 Main Street)

- (a) Review existing operations and the planned upgrades to the NEWPCC with regards to traffic volumes, deliveries, impacts, planned use of land for the projects, and schedule to facilitate coordination with Chief Peguis Trail Extension and concurrent NEWPCC Upgrade. Work on the project may include new transmission lines, replacement of underground sewer and outfall infrastructure.

D4.3.12 Transit Accommodation

- (a) In coordination with Transit identify and design bus-stop improvements as required on all intersecting streets.
- (b) Identify locations and design Park and Rides at Main Street and McPhillips near the Chief Peguis Trail. The consultant is to work closely with Winnipeg Transit to develop parameters for the design and utilize best practices.

D4.3.13 Overhead Sign Structures

- (a) Identify locations and type of overhead sign structures.

D4.3.14 Structural

- (a) Develop structure options, evaluate and provide recommendations at each location identified within this proposal.
- (b) Perform all tasks necessary for all structures.

D4.3.15 Utilities

- (a) The City provides allowance shall cover the costs to hydro-vac any required utilities to verify location and depth.
- (b) The consultant shall verify and expand on the recommendations for utility relocations and improvements within the FDR.
- (c) The consultant shall consult with all major utilities to determine their future plans so they can be integrated into the design.

D4.3.16 Land Drainage

- (a) The consultant shall review the functional design and further develop to the preliminary design. Modification to the functional design, including pond locations, will be required to accommodate future grade separations at all intersections.

D4.3.17 Geotechnical

- (a) The consultant shall design and execute a geotechnical program as necessary to support the preliminary design of all roadways and structures.

D4.3.18 Environmental

- (a) The consultant shall perform an Environmental Assessment and do all tasks necessary to successfully obtain an Environmental Act License from the Province of Manitoba under a class III development. The consultant shall apply for the application and carry all associated costs.
- (b) The consultant shall perform all tasks necessary for any regulatory approvals to support the successful future implementation of the project.
- (c) Quantify the net financial impact using the City methodology for the loss of trees, vegetation and habitat. The valuation of the trees and wooded areas are to be conducted by a qualified individual who is either a Certified Arborist with the International Society of Arboriculture or a Professional Biologist and who has experience in conducting similar assessments. The ISA certified arborist will have an ISA Certification number.

D4.3.19 Value Engineering

- (a) Perform a value engineering exercise. The consultant shall confirm the appropriate timing in the project schedule to perform the work. This should occur after the

functional design is complete and prior to the City's road safety audit. The consultant team shall utilize a person with expertise in Value Engineering. There will be no additional fees for revisions to the design resulting from the value engineering exercise.

D4.3.20 Road Safety Audit

- (a) The consultant shall carry out a road safety audit of the completed functional design.
- (b) The City will assign an independent consultant to perform a road safety audit of the preliminary design. The consultant is provide a written response to each finding and address the issues are required. There will be no additional fees for revisions to the design resulting from the safety audit.

D4.3.21 Property Requirements

- (a) The consultant shall determine the property requirements in detail and prepare Property Requirement drawings as required by the City to support the acquisition process for the immediate project.
- (b) The consultant shall also determine the property requirements for future expansion of the Chief Peguis Extension.
- (c) The consultant shall hire a professional a qualified land appraiser to determine the possible acquisition costs for the immediate and long term property requirements.
- (d) The consultant shall arrange meetings with possibly affected land owners prior to the open house. The purpose is to explain why the property is required. The City's real estate division will provide support to explain the acquisition process.

D4.3.22 Public Engagement

- (a) The consultant is expected to develop an internal and external to the City stakeholder list and have targeted meetings. The purpose of the meetings is to get input to develop and improve the design. At a minimum, the City identifies the following stakeholders:
 - (i) Various internal City Departments and Divisions
 - (ii) Partnership of The Manitoba Capital Region
 - (iii) NEWPCC
 - (iv) City of Winnipeg Golf Services
 - (v) Active Transportation Advisory Committee
 - (vi) Bike Winnipeg
 - (vii) Land Developers
 - (viii) RM of Rosser and MI
 - (ix) CP Rail Company
 - (x) Businesses and Landowners most affected
 - (xi) Utility Companies
- (b) It is desired by the City to have a Public Open House early in 2017 presenting the design.
- (c) The proposal submission is to include the proponent's public engagement plan that they feel best accommodates this project.
- (d) The public engagement lead must have IAP2 membership, and should have completed the IAP2 Foundations/Certificate courses or related public engagement courses.
- (e) Three dimensional graphics shall be produced to aid in showing the public what the interchange and general vicinity around Chief Peguis Trail and Main Street and Chief Peguis Trail and McPhillips Street will look like.

D4.3.23 Project Delivery Method Assessment

- (a) Provide a qualitative assessment for evaluating procurement types.

- (b) Provide a value for money analysis for evaluating project delivery methods
- (c) 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.
- (d) Include the development of a risk assessment matrix through a risk assessment workshop.
- (e) The Delivery Method Assessment needs to provide supporting documentation for a possible submission for Provincial and Federal project cost-sharing. Information in the Assessment is to follow the procedure outlined by P3 Canada in the P3 Canada Business Case Development Guide.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

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

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 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.

D7. INSURANCE

- D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D7.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;

- (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
- (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.
- D7.2.1 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.
- D7.3 The policies required in D7.2(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.
- D7.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a) and D7.2(c).
- D7.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D7.8.
- D7.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D7.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D7.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D8. COMMENCEMENT

- D8.1 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.
- D8.2 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 D6;
 - (ii) evidence of the insurance specified in D7;

- (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D8.3 The City intends to award this Contract by October 21, 2016.

D9. CRITICAL STAGES

D9.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

A public open house is required in early 2017;

D10. POTENTIAL FOR FUTURE CONTRACT FOR DETAILED DESIGN, CONTRACT ADMINISTRATION AND POST-CONSTRUCTION OR OWNER'S ADVOCATE SERVICES

D10.1 The City of Winnipeg, in its sole discretion after consideration of the Consultant's performance on Bid Opportunity No. 770-2016, 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 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) Televiser sewers and manholes if no previous CCTV inspections have been completed;
 - (e) Re-televiser 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) Televiser 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) Televiser sewers if the street exhibits obvious distress at/along the underground plant;
- (i) Televiser 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 Streets Project Engineer.
- (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 City's Project Manager to confirm requirements.
- (b) For any uncertain situations and/or locations, or clarification of these requirements, contact the City's Project Manager.