



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 683-2017

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
2017 WALK BIKE GRADE SEPARATIONS: PRELIMINARY DESIGN OF THE FORT
ROUGE-MCFAYDEN PEDESTRIAN/CYCLING BRIDGE OVER THE ASSINIBOINE
RIVER**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR 2017 WALK BIKE GRADE SEPARATIONS: PRELIMINARY DESIGN OF THE FORT ROUGE-MCFAYDEN PEDESTRIAN/CYCLING BRIDGE OVER THE ASSINIBOINE RIVER

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 15, 2017.

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 8 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.
 - (e) Project Management and Quality Control/Assurance (Section G) in accordance with B13.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including tables, charts, drawings and schedule, and five (5) bound 8.5" x 11" copies for sections identified in B6.1 and B6.2. Drawings, schedule, organizational chart, Form P, experience and qualifications of proponent, subconsultants, and of key personnel assigned to the project in a tabular format, in copies only may be 11" x 17" folded to an 8.5" x 11" size. Each 11" x 17" sized page will be considered as one page.
- B6.6 Proposal format, including type of binding, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. 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 25 pages, exclusive of the required cover page, table of contents, forms, drawings and schedule. Information beyond the 25 page limit will not be evaluated.
- B6.8 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B6.9 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 10 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

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

B8. FEES (SECTION B)

B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D3.1 Scope of Services.

B8.2 Adjustments to Fees will only be considered based on changes 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 engineering supervision during the applicable tasks identified in B8.5, out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b). An allowance of up to 8% may be made for overhead expenses. The amount for overhead expenses shall be shown on Form P: Person hours as Type 1 Disbursements.

B8.5 Further to B8.4, other Allowable Disbursements as defined in C1.1(b) shall be shown on Form P: Person Hours as Type 2 Disbursements. An allowance of up to 5% may be made for handling charges.

B8.6 Further to B8.5, consultant fees for developing, monitoring and interpreting the services referred to in B8.5 shall be included in the submitted fees of this Proposal and shall not be considered Allowable Disbursements.

B8.7 Further to B8.5, costs of any site investigation (geotechnical) services (including , costs for title plot, required Hydro-Vac to expose utilities, closed circuit television (CCTV) sewer inspection, environmental site assessment and/or hazardous materials investigation shall be provided and shown separate from the Fee Proposal. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs

B8.8 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.

B8.9 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 applicable professional consultant services as required in D4.1 and defined in Appendix A for up to three (3) projects of similar complexity, scope and value (ie. Pedestrian Bridge Projects).

B9.2 For each project listed in B9.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted cost and final cost;
- (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
- (e) project owner;

- (f) reference information (two current names with telephone numbers 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.

B10.1.1 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 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1

B10.3 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project).

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

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B11.1 Proposals should address the team's understanding of the broad functional and technical requirements, understanding of the key design issues including urban design issues, bicycle and pedestrian planning and facility design issues, parks operational issues, geotechnical issues, bridge siting issues, pedestrian and cycling bridge design, the Project methodology with respect to the information provided within this RFP, and any other issue that conveys your team's understanding of the Project requirements.

B11.2 Proponents should discuss options for the active transportation network, park modifications, and bridge designs that meet or exceed all the requirements of this request for proposal. Proponents are required to provide general overviews of the designs that they will be exploring. Proponents may choose to propose multiple bridge styles in terms of aesthetic appeal and/or maintenance/durability. Technical soundness, aesthetics/fit with surroundings, cost effectiveness, and maintenance/durability will be key factors in evaluating the proposed options. A least cost solution shall be included as well as other options that provide other benefits. A "Landmark" structure is sought.

B11.3 Methodology should be presented in accordance with the Scope of Services identified in D4. The Proposal should include Form P: Person hours for all Phases of the assignment including the hourly rate and estimated time for each individual and each task. The table shall also include the cost of all applicable disbursements and any associated mark-ups. Subtotals shall be provided summarizing the costs for each individual, each task, and each Phase of the

assignment. The total Fees on Form P: Person Hour should match the Fees submitted in response to B8.

- B11.4 The Proposal shall explicitly list all the planned deliverables of the project and any assumptions made with respect to the deliverables and the Scope of Services. The Proposal shall also list all activities and services to be provided by the City.

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 phase of the Project. Reasonable times should be allowed for completion of these processes.

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

- B13.1 Proponents should describe their methods for project management during the performance of Services, so that the evaluation committee has a clear understanding of the project specific methods the Proponent will use in the delivery of this Project.
- B13.2 Proponents shall describe the methods for effective lines of communication with the City and other stakeholders.
- B13.3 Proponents should describe their methods of control to monitor and complete the assignment within budget and on time including the submission of monthly status reports and projections with all invoices.
- B13.4 Proponents shall describe the methods of quality control and quality assurance for preliminary and final submissions to the City and other stakeholders. As a minimum all work shall be checked by the Proponent's Project Manager or a senior team lead prior to submission to the City or other stakeholders.

B14. DISCLOSURE

- B14.1 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.
- B14.2 The Persons are:
(a) N/A

B15. QUALIFICATION

- B15.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract;
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;

(d) have or establish and staff an office in Winnipeg for the duration of the Project.

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

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

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

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) have demonstrated ability to consider and incorporate stakeholder and public input in key decisions influencing this design;
- (c) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (d) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (e) 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
- (f) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B15.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B15.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised 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).

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 9 of Form A: Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 9 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B18.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 10 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 10 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B19. INTERVIEWS

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

B20. NEGOTIATIONS

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

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

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

B21. EVALUATION OF PROPOSALS

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

- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: | (pass/fail) |
| (c) Fees; (Section B) | 40% |
| (d) Experience of Proponent and Subconsultant; (Section C) | 15% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 15% |
| (f) Project Understanding and Methodology (Section E) | 25% |
| (g) Project Schedule. (Section F) | 2.5% |
| (h) Project Management and Quality Control/ Assurance (Section G) | 2.5% |

- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B21.4 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.5 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B9.
- B21.6 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B10.
- B21.7 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, and methodology in accordance with B11.
- B21.8 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B21.9 Further to B21.1(h), Project Management and Quality Control/Assurance will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B21.10 Notwithstanding B21.1(d) to B21.1(h) where Proponents fail to provide a response to B6.2(a) to B6.2(e), the score of zero may be assigned to the incomplete part of the response.
- B21.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.

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

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Damir Muhurdarevic, P. Eng., Bridge Projects Engineer, City of Winnipeg

Telephone No. 204 986-3712

Email Address: DMuhurdarevic@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. INTRODUCTION AND BACKGROUND

D3.1 This assignment encompasses two components. 1) the undertaking of the preliminary design of a new pedestrian and cycling bridge to provide connectivity between McFadyen Park on the North side of the Assiniboine River and Fort Rouge Park on the South Side of the Assiniboine River. A preliminary design is required to identify and address all major issues, determine the scope of work, and produce Class 3 cost estimates (expected level of accuracy of +30% to -20%) where the project can proceed to detailed design and construction. 2) the undertaking of the functional design of a pedestrian and cycling connection from the new bridge to the Osborne Street Bus Rapid Transit Station, the Pembina Highway Buffered Bike Lanes and Nassau Street Neighbourhood Greenway, and east to the Norwood Bridge. In the future this will provide a connection to the Southwest Transit Way multi-use path.

D3.2 In October 2011, City of Winnipeg Council approved the Transportation Master Plan (TMP), which outlines Key Strategic Goals, which provide the underlying principles for the development of this project.

D3.3 On July 15, 2015, City of Winnipeg Council approved the Pedestrian and Cycling Strategies (PCS) which provide a vision and roadmap for the future of walking and cycling in Winnipeg. The process and associated results of the work to be performed for the project within this Bid Opportunity must meet the Vision and Goals set forth in the PCS. The PCS is available at <http://walkbike.winnipeg.ca>. To improve connectivity, the PCS identifies the requirement for a new pedestrian and cycling crossing between McFadyen and Fort Rouge Parks along with priorities for new cycling routes in Osborne Village.

D3.4 The existing Osborne Street and Donald Street bridges do not provide all ages and abilities cycling connections across the Assinibione River.

D3.5 A A new Fort Rouge-McFadyen Pedestrian and Cycling Overpass over the Assiniboine River would provide a continuous walking and cycling connection with enhanced trip-chaining opportunities for people downtown, across the river to the Osborne Village Bus Rapid Transit Station and eventually the Southwest Transitway multi-use path. It would provide a safe and convenient connection between the north and south sides of the Assiniboine River.

- D3.6 In 2018, buffered bike lanes will be completed on Pembina Hwy southbound from Grant Ave the Osborne Street Station:
<http://winnipeg.ca/publicworks/construction/majorProjects/pembinaRehab.stm>
- D3.7 In 2020, the Southwest Transitway will be completed and will include a multi-use path that will connect from the University of Manitoba to Osborne Village station and beyond.
<http://winnipegtransit.com/en/major-projects/rapid-transit/southwest-transitway/>
- D3.8 Fort Rouge Park is one of the four original parks in Winnipeg, and a small commemorative installation recognizing its significance will occur later this year.
- D3.9 McFadyen Park is dedicated to the memory of Mr. McFadyen who served on the Winnipeg Parks Board, and a plaque commemorating him is located inside the park. The park was developed in the early 1970's, when the original tennis courts, wading pool, and wading pool building were installed. The playground is about 8 to 10 years old. The tennis courts were recently resurfaced. It is connected to the Assiniboine River Walk via a concrete staircase complete with a landing plaza, which is in fair shape.
- D3.10 The PCS recognizes the importance of improving pedestrian and bicycle access as it increases multi-modal transportation. Under Strategic Direction 2 – *Improve Convenience* and Key Direction 2B – *Increase and Improve Multi-modal Connections*, the Public Service is directed by Council to continue to look for opportunities to maximize connectivity between the pedestrian and bicycle networks and the transit network
- D3.11 The Pedestrian and Cycling Grade Separations is a new program to the City of Winnipeg's Capital Budget in the approved 2017 Capital Budget. This program is to fund the preliminary engineering design for new pedestrian and cycling bridges or grade separations to develop Class 3 estimates to support future intergovernmental funding applications. This Project location along with two other locations is listed for inclusion in the Capital budget year 2017. Capital Projects and Budgets are recommended by the Public Service and adopted by City Council.
- D3.12 Manitoba Hydro owns a permanent easement through both parks and there is an existing cable duct (69kV line) that runs along the easement and crosses the river under the river bed perpendicularly. This would provide a design constraint to consider, such as a shut-down of service or other implemented measures, during certain stages of construction. Liaison with Manitoba Hydro and implementation of their input is essential.
- D3.13 Consideration will need to be given to the angle, location, length of the structure to optimize the design.
- D3.14 This crossing has the potential to be a Landmark structure for the City of Winnipeg. Key drivers include functionality, economy, constructability, architecture, and artistry. The City envisions an elegant and aesthetically pleasing, but cost effective structure.
- D3.15 The timeline for the project is to conduct preliminary design from October 2017 to June 2018.
- D3.16 The projected funding for undertaking the Functional and Preliminary Design phases is approximately \$400,000, exclusive of allowable Type 2 disbursements that are not part of the Fee Proposal, plus applicable taxes. The City will not entertain any proposals that exceed this budget.

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of Professional Consulting Services in accordance with the following:
- (a) Functional Design: Cycling Network connection from Osborne Village Bus Rapid Transit Station to future Fort Rouge McFadyen Bridge as outlined in D5.
 - (b) Preliminary Design and outlined in D6.

D4.2 The City documents identified as “Definition of Professional Consultant Services – Engineering” dated January 19, 2012 and the “Manual of Project Administration Practice”, dated March 1992” shall be applicable to the provision of consulting services for this project.

D4.3 The following shall apply to the Services:

- (a) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
- (b) City of Winnipeg’s Transportation Standards Manual (Draft 2012);
- (c) Universal Design Policy (December 2001)
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=3604>
- (d) City of Winnipeg’s Accessibility Design Standards (latest edition);
http://winnipeg.ca/ppd/Universal_Design.stm
- (e) City of Winnipeg’s Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009);
- (f) City of Winnipeg’s Tree Removal Guidelines (March 2014);
- (g) The current edition of The City of Winnipeg Standard Construction Specifications.
- (h) Winnipeg Pedestrian and Cycling Strategies.
- (i) Current and best practices in pedestrian and cycling infrastructure design.
- (j) Canadian Highway Bridge Design Code, CSA S6-14.
- (k) City of Winnipeg Green Building Policy: New City-Owned Buildings and Major Additions;
- (l) OurWinnipeg, <http://www.winnipeg.ca/interhom/CityHall/OurWinnipeg/pdf/OurWinnipeg.pdf>
- (m) Complete Communities Direction Strategy;
<http://www.winnipeg.ca/interhom/CityHall/OurWinnipeg/pdf/CompleteCommunities.pdf>
- (n) Transportation Master Plan; <http://winnipeg.ca/finance/pdfs/ipd/TMPFinalReport.pdf>
- (o) City of Winnipeg TOD Handbook; <http://winnipeg.ca/ppd/planning/TOD/pdf/Handbook.pdf>
- (p) City of Winnipeg Zoning By-law (200/2006);
- (q) Winnipeg Art Council – A Guideline for the Public Art Process;
- (r) The Accessibility for Manitobans Act;
http://www.accessibilitymb.ca/pdf/accessibility_for_manitobans_act.pdf

D5. FUNCTIONAL DESIGN: CYCLING NETWORK CONNECTION FROM OSBORNE VILLAGE BUS RAPID TRANSIT STATION TO FUTURE FORT ROUGE MCFADYEN BRIDGE

D5.1 The preliminary design is not dependent on the results of the functional design. It is expected that these two components of this assignment will be completed concurrently. Public Engagement for the Functional Design is to be carried simultaneously with Public Engagement for the Preliminary Design, as defined in D6.11.

D5.2 The goal of this component of the project is to develop a functional design for the continuation of an all ages and abilities pedestrian and cycling connection from the new bridge to the Osborne Street Bus Rapid Transit Station, Pembina Highway Buffered Bike Lanes, Nassau Street Neighbourhood Greenway, and the Norwood Bridge, that is understood and generally accepted by the neighbourhoods that will:

- (a) Balance the needs of stakeholders and transportation system users to improve travel choices, accessibility and connectivity and accommodate people of all ages and abilities.
- (b) Identify the gaps in the network, within the relative area, that will connect people of all ages and abilities.
- (c) Start and end at logical and safe locations such that new gaps in the network are not created.

- (d) Be the basis for inclusion of cycling facilities in immediate and future street renewal programs.

D5.3 The development of a functional design will be the result of the compilation of the technical work and public engagement process that will visually present the optimal design to allow for effective communications with the public and to set the foundation for effective progression of future design phases. It will also be used to mitigate potential risks in project progression.

D5.4 Consider proposed routes identified in the Pedestrian and Cycling Strategies on Map 4.8 including: Roslyn Rd, Bryce St, River Ave, Stradbrook Ave, Scott St, McMillan Ave and Donald St as well as substitute routes recommended by the consultant team and/or through public and stakeholder engagement.

D5.5 Develop criteria and weightings for evaluating options and provide recommended routes to the City's Project Steering Committee.

D5.6 Confirm proposed pedestrian and cycling facility widths, geometry, and features with City of Winnipeg's Transportation Division in the Public Works Department.

D5.7 Deliverables for Functional Plans shall include:

- (a) Technical briefing memo outlining design criteria, evaluation criteria and weightings, and pedestrian-cycling facility types and routes. The technical briefing memo shall be finalized after meeting with and obtaining comments from the Project Steering Committee.
- (b) Traffic study results including traffic signal analysis.
- (c) A functional plan that will balance the needs of all users and encourage walking and cycling consistent with the PCS. The functional plan shall show all the required information to show the public what the facilities could look like, including cross-sections and details as necessary. Details and relevant information for all required new facilities, geometric improvements, and pavement markings shall be included. The plan shall show how transit facilities, loading facilities, and parking are accommodated.
- (d) Identification of property requirements and easements, if necessary.
- (e) A Class 4 (+50% to -30%) cost estimate.
- (f) A functional design report summarizing options investigated, recommendations, and implications.

D6. PRELIMINARY DESIGN

D6.1 The preliminary design shall be generally consistent with Type 1 and 2 services as outlined in Appendix A. Services shall include but not be limited to the items listed in D6.

D6.2 Project Meetings

- (a) Hold meetings with the City Project Manager and members of the appointed City of Winnipeg Project Technical Steering Committee at project start up, and at other key times including: presentation of the findings of the investigations, presentation of potential options and to gain concurrence of recommendations for the alternatives to be developed, and during finalization of the preliminary design report.
- (b) A list of key meetings as noted in (a) with dates shall be included in the Proposal.
- (c) Consultant shall hold other meetings as required and as needed, and as a minimum, on a bi-weekly basis, to ensure that the City Project Manager is up to date on all issues and the progress of the Project.
- (d) A responsibility assignment matrix should be included in the meeting minutes that clarify roles and responsibilities for action items.

D6.3 Review of Existing Information

- (a) Review existing record drawings, utility information, reports, and other information that will be provided by the City to establish relevant information. This information will be provided during the RFP period upon email request to the Project Manager. Confirm and supplement this information as necessary.

D6.4 Site Investigation

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

D6.5 Hydraulic Investigation

- (a) Hydraulic Investigation shall be performed to determine the appropriate size and type of hydraulic opening for the replacement bridge structure option. The consultant shall consult with the Water & Waste Department to confirm acceptability.
- (b) Provide updated HEC-RAS model with the final design scheme for the proposed bridge crossing to the City for review.

D6.6 Geotechnical Investigation

- (a) Perform a geotechnical investigation including testhole drilling, sampling, material testing, instrumentation installation and monitoring to characterize geotechnical conditions sufficient for the preliminary design of the recommended crossing alternative, considering foundations, riverbank stability and other site development. Boreholes on the river banks shall suffice, as testholes drilled in the river channel are not considered necessary in this phase.
- (b) Fees for the geotechnical investigation including sampling, material testing, instrumentation and monitoring shall not be included in the Fee Proposal. A geotechnical drilling, instrumentation, monitoring and testing program shall be proposed and an estimated budget shall be provided separately from the Fee Proposal. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.
- (c) Perform river bank slope stability analysis and develop the preliminary design for any required riverbank or slope improvement measures. Evaluate foundation alternatives and provide geotechnical recommendations for the preferred foundation alternative. Also provide preliminary geotechnical recommendations as needed for other structures and works included in the preliminary design including but not limited to possible retaining walls, embankments, and landscaping.

D6.7 Utilities

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

D6.8 Regulatory Requirements

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

D6.9 Active Transportation Network Design

- (a) Provide options and recommendations for a greater degree of walking and cycling connectivity between Assiniboine Avenue and River Avenue across the river including the bridge structure and multi-use pathway connections to through the parks and to the Assiniboine River Walk.
- (b) City of Winnipeg's Accessibility Design Standards (latest edition) and CPTED principles are to be incorporated into the preliminary design. This would include developing options for safety fencing and a location for an egress to the Assiniboine River Walk. The consultant should design the lighting required for the bridge structure and path connections through the parks.
- (c) Facilities are to be designed for people of all ages and abilities.
- (d) Confirm proposed pedestrian and cycling facility widths, geometry, and features with City of Winnipeg's Transportation Division in the Public Works Department.
- (e) The project team should also include at a minimum, one industry recognized bicycle facilities design expert with extensive knowledge and experience in the design of complex bicycle facilities within North America. This expert will have extensive demonstrated knowledge, ability, education and experience. It is expected that the expert will lead and actively participate in the bike infrastructure design process. The expert will be required to approve all drawings prior to the submission to the City and participate in all planning and design meetings related to walking and cycling.

D6.10 Parks Modifications Design

- (a) The project team should include a landscape architect/parks design expert with extensive knowledge and experience in the public park spaces.
- (b) Hold discussions with Parks and the City Project Manager to coordinate incorporation of new river crossing into the McFadyen and Fort Rouge Parks.
- (c) Identify operational costs associated with every option developed and obtain comments from Parks.
- (d) Hold discussions with Community Services Department on any potential removals or relocations of existing wading pool/ spray pad infrastructure that may be required for the new bridge alignment and define potential park/spray pad re-investment that may be required to respond to stakeholder and public engagement feedback.
- (e) At McFadyen Park, modifications to the staircase to the River Walk may be necessary to accommodate the current City of Winnipeg's Accessibility Design Standards and CPTED principles. Any potential removals of the existing green space, tennis courts, park furniture, lighting, signage and playground to accommodate the new structure must be incorporated into design to be replaced with new elements of equal or greater value.
- (f) At Fort Rouge Park, modifications to existing pathways may be necessary to upgrade to current standards. Improvements to Fort Rouge Park shall integrate its significance (one of four original Winnipeg parks), and may include, but not be limited to, the design of a viewing platform on or adjacent to the new crossing structure.
 - (i) A gate chamber is located in the North-West quadrant, in the vicinity of the Assiniboine River Bank. Maintenance vehicle and equipment access to the gate chamber shall be maintained.
 - (ii) Emergency Vehicle access into the park shall be maintained.

D6.11 Public Engagement

- (a) Four stakeholder meetings and two public workshops is envisioned as part of the public engagement for this project. Additional pop-up events may be added if deemed beneficial.
- (b) The City will develop a project website and will perform all external stakeholder meetings and hold the public workshops, however, the proponent is required to:
 - (i) work with the City's public engagement team, including one kick-off meeting related exclusively to public engagement along with regular public engagement update meetings (minimum of 4) in addition to regular steering committee meetings;

- (ii) work with the City team early in the design process to refine timelines and ensure public engagement is considered and design materials are prepared for public workshops;
 - (iii) provide some of the content, including timeline, maps, and related documents for the initial setup and subsequent revisions of the City's project website;
 - (iv) provide artistic renderings of early functional and preliminary design options and finalized designs (minimum of 3) developed in an attractive and publicly understandable format to aid in the City's development of eye-catching public engagement materials;
 - (v) provide at least three (pedestrian/cycling, parks, and bridges) subject matter experts to be present at the stakeholder meetings and public workshop.;
 - (vi) review web and communications materials for technical accuracy;
 - (vii) incorporate feedback from the stakeholder meetings and the public workshops into the proposed project in a manner as agreed to by the City Project Manager; and
 - (viii) report back to the City on how feedback was incorporated for inclusion in a public feedback summary report which would be posted on the City website.
- (c) A public open house at the conclusion of the project may be added to the scope if deemed beneficial. The consultant will be required to provide subject matter experts for that event.

D6.12 Bridge Structure Design

- (a) The project team should include a pedestrian bridge design expert with extensive knowledge and experience in the design of long span, aesthetically pleasing pedestrian bridges.
- (b) Options for a new structure(s) shall be investigated to determine the most optimum crossing and shall include but not be limited to:
 - (i) Examining various span arrangements possible.
 - (ii) Examining various superstructure options, which may include: Girder Bridge, Truss, Suspension Bridge, Cable Stayed Bridge, Stressed Ribbon, and Arch.
 - (iii) Examining various substructure options.
 - (iv) Comparing total bridge costs for various span lengths along with major future rehabilitation and maintenance costs in present dollars.
 - (v) Ensuring due consideration is given to aesthetics, constructability, inspectability, and maintainability, using unique, innovative, and cost efficient structural systems to span the river. The structure has the potential to be one of Winnipeg's Landmark structures.
 - (vi) Artistry is to be incorporated into the design; a professional architect (and artist) is to be part of the project team. The Winnipeg Arts council is to be consulted during the Preliminary Design phase as well.
- (c) Structures shall be designed in accordance with the Canadian Highway Bridge Design Code, CAN/CSA-S6-14. The design live loads shall include an unreduced uniform load of 4.0 kPa and a maintenance vehicle load. All structures shall be designed for a minimum 75 year design life.

D6.13 Generation, Development, and Selection of Options

- (a) After a study of the area and definition of needs and design basis and preparation of a design basis memorandum, meetings shall be held with the City Project Manager and the City Project Steering Committee to discuss major issues and identify potential viable options. The minimum cost option shall be included as one of the three (3) options brought forward.
- (b) The various viable options should be developed to allow comparison and selection. The consultant should qualitatively assess cost, functionality, implications of the staging plans to the traveling public, potential mitigation measures and consider their implications in the options comparison. The evaluation methodology should be developed in consultation with the City Project Manager to rank and select the preferred option.

- (c) The consultant should proceed in developing a preliminary design for the selected option, which includes drawings, Class 3 cost estimate (expected accuracy of +30% to -20%), traffic management plan during construction, risk assessment, and proposed construction schedule.
- (d) A project Risk Management Plan shall be developed, identifying risks and appropriate mitigation recommendations, as they relate to the successful completion of the project. Use the City of Winnipeg's Project Management templates, available at: <http://winnipeg.ca/finance/infrastructureplanning/camp.stm#5>.

D6.14 Preliminary Design Report

- (a) Prepare and submit a preliminary design report outlining the results of the investigations and assessments carried out, options investigated, and the recommended scope of work, complete with drawings, Class 3 (expected accuracy of +30% to -20%) cost estimate, risk assessment, and proposed construction schedule. The recommended option along with two (2) other options shall be presented.
- (b) In addition to showing the preliminary details of the bridge structures, the drawings shall include profiles and structure site plans for each option. The profiles shall be taken along the proposed centreline for the full length of the bridge and shall depict the proposed grade lines along with existing ground lines. The treatment of slopes around the ends shall be shown. The structure site plan shall show the proposed structure relative to the existing infrastructure and topography. The existing utility lines and their proposed disposition, if required, shall also be depicted. The minimum horizontal and vertical clearances for all the proposed options shall also be shown. Five (5) hard copies along with an electronic PDF version properly bookmarked of the final report shall be submitted.
- (c) A draft report shall be submitted for review.
- (d) The report is to be finalized after incorporating feedback from the City Project Manager.

D6.15 Monthly Status Reports

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

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

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

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

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

D9. INSURANCE

D9.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

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

- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$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 \$ 2,000,000 . per claim and \$ 2,000,000 in the aggregate.

D9.2.1 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.

D9.3 The policies required in D9.2(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.

D9.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D9.2(a) and D9.2(c).

D9.5 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 D9.8.

- D9.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D9.7 All insurance, which the Consultant 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.
- D9.8 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

D10. COMMENCEMENT

- D10.1 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.
- D10.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the insurance specified in D9;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D10.3 The City intends to award this Contract by October 13, 2017.

D11. CRITICAL STAGES

- D11.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Submit draft functional and preliminary design reports for City review by April 30, 2018.
 - (b) Receive comments from the City Project Manager by May 31, 2018.
 - (c) Submit final functional and preliminary design reports by June 30, 2018.

D12. POTENTIAL FOR FUTURE CONTRACT FOR DETAILED DESIGN AND CONTRACT ADMINISTRATION

- D12.1 The City of Winnipeg, in its sole discretion after consideration of the Consultant's performance on Bid Opportunity No. 683-2017, may negotiate and enter into a contract with the Consultant, to undertake the work associated with the detailed design and contract administration for implementation of Preliminary Design recommendations 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, if the City of Winnipeg wishes to proceed in that manner. Detailed design and construction phases need approval by City Council to secure necessary funding.

PART E - SPECIFICATIONS

E1. CONDITION ASSESSMENT AND SEWER TELEVISION GUIDELINES FOR PUBLIC WORKS PROJECTS (2016)

- 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 E1.2;
 - (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 E1.1. 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.