



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 495-2013

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR:
FUNCTIONAL DESIGN STUDY AND PUBLIC CONSULTATION FOR MARION STREET
WIDENING AND GRADE SEPARATION**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR: FUNCTIONAL DESIGN STUDY AND PUBLIC CONSULTATION FOR MARION STREET WIDENING AND GRADE SEPARATION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 27, 2013.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Project Manager identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.

B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

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

B4. CONFIDENTIALITY

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

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

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

B5. ADDENDA

B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

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

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B5.2.2 The Bidder is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as it may be amended by addendum.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

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

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

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

- (a) Management Proposal (Section C) in accordance with B9;
- (b) Project Understanding and Methodology (Section D) in accordance with B10; and
- (c) Project Schedule (Section E) in accordance with B11.

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 drawings and six (6) bound 8.5" x 11" copies (drawings and tables in copies only may be 11" x 17" folded to an 8.5" to 11" size) for sections identified in B6.1 and B6.2.

B6.6 The Proposal should be presented 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 forms, cover page and table of contents. A total of three of the twenty five pages may be presented on 11"x17" paper with the copies only. Failure to adhere to the page limitation may render the Proposal non-responsive. Only the first 25 pages of the Proposal will be evaluated. Any additional material in the Appendices may 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 B18.1(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 its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B8. FEES (SECTION B)

- B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.
- B8.2 The fees to be assessed for assignment are to be the total cost, not to be exceeded.
- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Fees shall include an allowance of up to 8% for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs included in B8.3. No other disbursements will be permitted.
- B8.5 The Fees shall include an allowance for other project costs for subconsultants and/or services such as materials testing, geotechnical sampling and analyses, and/or Underground Structures drawing acquisitions.
- B8.6 Further to D9.2(c)(ii), Fees may include an allowance of up to 5% for handling charges.
- B8.7 Further to B8.5, the Proposal should include a description of the assumed other project costs.
- B8.8 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.
- B8.9 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. MANAGEMENT PROPOSAL (SECTION C)

- B9.1 Experience of Proponent and Subconsultant firms:
- (a) Proposals should describe the Proponent's and Subconsultant's experience, including:
- (i) 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;
 - (ii) details demonstrating the history and experience of the Proponent and Subconsultants in providing; planning, design, public consultation and project management services on up to three projects of similar complexity, scope and value;
 - (iii) details demonstrating the Proponent's and Subconsultant(s)' experience relating to the Scope of Services identified for this project.
- B9.2 Experience and qualifications of key personnel assigned to the Project:
- (a) Proposals should include, in tabular form:
- (i) Names of key personnel assigned to the Project, who shall not be substituted without written permission from the Project Manager;
 - (ii) The experience and qualifications of the key personnel assigned to the Project including:
 - ◆ 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; and
 - ◆ Years of experience in planning and design;

- (b) 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.
- (c) For each person identified, list the percentage of their time to be dedicated to the Project;
- (d) Proposals should include, for each person identified in B9.2(a)(i), 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:
 - (i) Description of the project;
 - (ii) Role of the person;
 - (iii) Project owner;
- (e) Further to B9.2(d), and upon request of the Project Manager, the Proponent must be able to provide, for each person identified in B9.2(a)(i), two current references, including telephone numbers for each project listed.

B9.3 Proponent's project management approach:

- (a) Proposals should include a methodology describing the Proponent'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 the project:
 - (i) Describe the job function for each person and group of people so identified;
 - (ii) Provide time estimates by work activity and in total, including hourly rates for each person identified in B9.2(a)(i).
 - (iii) 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.

B9.4 A sample spreadsheet is included in Appendix E to assist in providing information requested in the Management Proposal (Section C).

B10. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION D)

B10.1 Methodology should be presented in accordance with the Scope of Services identified in D4 and Appendix 'A' – Definition of Professional Consulting Services - Engineering.

B10.2 Proposals should address the technical deliverables and associated task requirements required by the Scope of Services. It should clearly identify and explain work activities and identify all assumptions and interpretations.

B10.3 Specifically, Proposals should describe:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the urban design issues;
- (c) the Proponent's technical approach and methodology to complete the services;
- (d) the collaborative process/method to be used by the key design professionals of the team in the various design phases of the Project;
- (e) any innovation to be used to perform the Scope of Services identified;
- (f) all activities and services to be provided by the City;
- (g) the deliverables of the project; and
- (h) any assumptions made with respect to the deliverables and the Scope of Services.

B11. PROJECT SCHEDULE (SECTION F)

- B11.1 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 and dependencies (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B11.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the various phases of the Project. Reasonable times should be allowed for completion of these processes.
- B11.3 The Proponent's schedule should demonstrate the completion of the Final Report by June 6, 2014.

B12. QUALIFICATION

- B12.1 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.
- B12.2 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>
- B12.3 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 planning, design, public consultation and management of projects of similar complexity, scope and value 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); and
 - (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.
- B12.4 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.
- B12.5 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.

B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B13.1 Proposals will not be opened publicly.
- B13.2 After award of Contract, the name(s) of the successful Proponent and the Contract amount(s) 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/>
- B13.3 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.
- B13.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

B14. IRREVOCABLE OFFER

- B14.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B14.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B15. WITHDRAWAL OF OFFERS

- B15.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B15.1.1 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.
- B15.1.2 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.
- B15.1.3 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 B15.1.3(b), declare the Proposal withdrawn.
- B15.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B14.2 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.

B16. INTERVIEWS

- B16.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B17. NEGOTIATIONS

- B17.1 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.
- B17.2 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.
- B17.3 If, in the course of negotiations pursuant to B17.2 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.

B18. EVALUATION OF PROPOSALS

- B18.1 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 B12: | (pass/fail) |
| (c) Fees; (Section B) | 40% |
| (d) Management Proposal (Section C) | 25% |
| (e) Project Understanding and Methodology (Section E) | 30% |
| (f) Project Schedule. (Section F) | 5% |
- B18.2 Further to B18.1(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.
- B18.3 Further to B18.1(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.
- B18.4 Further to B18.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B18.5 Further to B18.1(d), the Management Proposal will be evaluated considering the experience of the Proponent's organization (firm) on projects of similar complexity, scope and value, the experience and qualification of key personnel and Subconsultant personnel assigned to the Project on projects of comparable complexity, scope and value as well as the Proponent's project management approach, team organization and other information requested.
- B18.6 Further to B18.1(e), Project Understanding and Methodology will be evaluated considering the Proponent's demonstrated understanding of the Project's, technical and functional requirements.
- B18.7 Further to B18.1(f), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B18.8 Notwithstanding B18.1(d) to B18.1(f), where Proponents fail to provide complete responses to B6.2(a) to B6.2(c), the score of zero will be assigned to the incomplete part of the response.

B19. AWARD OF CONTRACT

- B19.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B19.2 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.
- B19.2.1 Without limiting the generality of B19.2, 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.
- B19.3 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.
- B19.4 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.
- B19.4.1 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.
- B19.5 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B19.6 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.
- B19.7 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, and the Definition of Professional Consultant Services – Engineering, these Supplemental Conditions are applicable to the Services of the Contract.

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Neil Myska, P.Eng.

Email: nmyska@winnipeg.ca

Telephone No. 204 986-7774

Facsimile No. 204 986-7020

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 B6.11

D3. BACKGROUND

D3.1 In 1974 an alignment was developed for a grade separation of Marion Street at CPR Emerson. In 1984 the alignment was revised to provide a more direct routing for Metro Route 115; commonly referred to as the Marion-Dugald Connection. (see APPENDIX D – REFERENCE DRAWINGS) This alignment includes an interchange north of the Marion/Archibald intersection including an overpass of the CPR Emerson Railway connecting directly to the west end of Dugald Road. Some property has been acquired on the Marion-Dugald Connection proposed alignment, however, no construction projects have been completed. New and expanding residential and industrial developments in eastern Winnipeg, such as the Public Markets Lands, Warman Road Lands, Transcona West, Sage Creek, and the St. Boniface Industrial Park, along with the introduction of Rapid Transit and Active Transportation warrant a review of the Metro Route 115 alignment to ensure that current and future transportation needs are met.

D3.2 Traffic congestion regularly develops along the route due to several factors including; inadequate development of the Archibald intersection, rail traffic on the CPR Emerson railway, and route overlap with Route 20 (Lagimodiere Boulevard). There are also safety concerns related to the undivided cross-section of Marion Street, lack of dedicated turn lanes at major intersections, and substandard curves at Rue Youville, among others.

D3.3 In 2011 Council approved the Winnipeg Transportation Master Plan which identifies improvements to Metro Route 115 from Archibald to Lagimodiere as a short-term major road network improvement with a tentative completion date of 2016. The Winnipeg Transportation Master Plan also identifies a Rapid Transit alignment parallel to Archibald Street, Marion/Goulet as a Transit Quality Corridor, and several proposed additions to the Active Transportation Network within the study area.

D3.4 On July 18, 2012 City Council adopted the Standing Policy Committee on Infrastructure Renewal and Public Works' recommendation to direct the Public Service to engage a consultant for the purposes of conducting a "Marion Street Widening/Grade Separation and Improvements Functional Design Study".

- D3.5 The proposed study area is shown in Appendix 'C' – Study Area. It is anticipated that the study area may evolve during the study based on developed alternatives.

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of Professional Engineering Services - Preliminary Design in accordance with Appendix A to conduct a functional design study and public consultation program and to produce preliminary design drawings for Route 115 from Rue Des Meurons to the Dugald Road Overpass to identify options for the realignment and/or widening of Marion Street with a grade separation of the CPR Emerson Railway and other various improvements in accordance with the following:
- (a) Confirm the scope of work required using professional engineering judgement.
 - (b) Collect relevant information from all utilities, as well as review record drawings, reports and other information that will be provided by the City, including but not limited to (all documents are available at www.winnipeg.ca):
 - (i) OurWinnipeg (adopted July 12, 2011);
 - (ii) OurWinnipeg Sustainable Transportation Strategy (adopted July 12, 2011);
 - (iii) Winnipeg Transportation Master Plan (adopted November 16, 2011);
 - (c) Develop a series of goals and performance measures consistent with City of Winnipeg policies and planning documents including those identified in D4.1(b) to guide the design process.
 - (d) Develop an engineering definition of the project requirements and a needs assessment with input from the project Technical Steering Committee.
 - (e) Design and implement a logical and transparent Public Consultation Program to insure appropriate input from, and communication with the community and other stakeholders to aid in the development of alignment alternatives. A minimum of two open houses or similar events are anticipated for this project. Develop responses to address any community and stakeholder concerns. Reference should be made to the publications of the International Association for Public Participation (IAP2) in developing the public engagement process.
 - (f) Prepare a Project Schedule (schedule of goals, objectives, activities and milestones) for the project broken down to an acceptable measurable level to be able to provide comprehensive management of the project. Monitor and maintain the same in a manner acceptable to the City.
 - (g) Conduct an on-site survey and visual inspection of relevant existing infrastructure within the project limits to establish the condition and confirm location of existing roadways, railways, structures, sewers and major drains, utilities, etc. (see APPENDIX C – STUDY AREA)
 - (h) Review available sub-surface investigations. Identify need for additional testing, and supervise testing program.
 - (i) Compile and analyse existing City traffic data and publicly available traffic studies in the area to determine base year and 2034 design year turning movement volumes. Identify locations for City to conduct additional traffic counts, if necessary, to confirm base year traffic conditions. Projections for all roadways within the subject area can be made using the TransCAD based transportation planning model developed for the Winnipeg Transportation Master Plan. The model incorporates anticipated traffic generation from the development of surrounding land. The City will conduct the model runs and provide the output in the form of link volumes to the Consultant for each conceptual alignment. The base year of the model is 2006 and runs can be made in five year increments to 2031. The consultant will need to project model runs to the design year. The consultant will need to determine if any adjustments are needed to the model results to better replicate base year volumes and project future year volumes and determine turning movement volumes based on the link volumes provided by the City. Some adjustments may be made to the base year model to improve assignment results (e.g. turn penalties). The model does not include truck traffic. The consultant should determine how truck traffic should be evaluated as part of the project.

- (j) Evaluate means of providing additional capacity, reduced delay, and improved safety, and develop multiple conceptual alignment alternatives for Route 115 between Rue Des Meurons and the Dugald Road Overpass. This includes, but is not limited to, evaluating the traffic effects of the various alignments on all intersecting streets (including any new intersections resulting from the realignment) and evaluating the means of providing additional capacity and reduced delay on intersecting arterial and collector roadways. The various alternatives are to be evaluated using volumes and turning movements projected to the design year. Previously developed conceptual and functional alignments may be included but should not be assumed to still be appropriate for design year volumes.
- (k) With consultation with the Project Steering Committee develop evaluation criteria to compare alternatives consistent with D4.1(c)
- (l) Once public and Project Steering Committee input has been received regarding conceptual alignment alternatives, recommend a conceptual alternative for further development into a detailed functional alignment. The development of the preferred alignment will include but not be limited to:
 - (i) Review the operation and safety of all intersections within the subject area, and recommend modifications, realignments, closures or other improvements.
 - (ii) Review vehicular and pedestrian access management issues within the study section and investigate alternatives for local street, public lane, and private approach realignments or closures.
 - (iii) Develop a Synchro or PTV Software based model of the study area to identify and evaluate signal timing/capacity issues of alignment. A Synchro model of existing conditions has been developed for the Marion Street and Archibald Street intersection, and can be provided to the successful Proponent.
 - (iv) Develop a conceptual design for the grade separation(s) for the purpose of developing budgetary costs estimates, attaining appropriate vertical and horizontal clearances, appropriate slopes of the embankments for determining the required Rights-of-Way, determining the overall structure footprint and reasonably accurate portrayal of the structure(s) to be presented to the public.
 - (v) Determine Right-Of-Way requirements for the recommended alternative. If sections of Marion Street are to be removed from the Metro Route 115 alignment, determine the ultimate Right-of-Way requirement for these sections.
 - (vi) Develop alignment alternatives for and provide a recommendation for an east-west active transportation facility within or adjacent to the study area, including connections to established and proposed cycling routes and active transportation facilities including the Dugald Path and the Goulet Street reserved lane (diamond lane).
 - (vii) Provide cost estimates for all land acquisition, suitable for budgeting purposes. Identify temporary land requirements for road/rail detours, staging purposes, etc. Develop recommendations for utilization of any surplus lands resulting from the proposed alignment or obtained through land acquisition.
 - (viii) Review available land drainage studies, determine the impact of proposed improvements upon existing capacity, and identify any additional drainage facility requirements of the proposed alignments. Identify the need to relocate/redirect any sewers or surface drainage facilities within the study area including the Dugald Drain if necessary and define new alignments and costs.
 - (ix) Identify potential utility relocations for the recommended alignment and obtain estimates suitable for budgeting purposes.
 - (x) Identify and evaluate options to improve the speed, reliability, comfort, and safety of transit operations such as transit priority measures, and the integration of bus stops with existing and planned pedestrian/active transportation facilities.
- (m) Review available record drawings, specifications and engineering reports to evaluate feasibility of any proposed structural modifications, additions or replacements to existing culverts and other structures. Recommend additional testing/investigations if required.

- (n) Develop structural pavement cross-section alternatives and evaluate based upon cost, maintenance requirements and other relevant factors.
- (o) Incorporate Universal Design Principles into the functional design.
- (p) Document all design criteria by component.
- (q) Complete a transportation cost benefit analysis for the recommended alternative.
- (r) Develop a Class 3 cost estimate and an implementation plan of proposed improvements for the recommended alternative broken down into manageable projects and phases. Each phase should identify costs and scheduling of any sewer and/or watermain rehabilitations or renewals to be completed during, or in advance of each phase. Each phase should include a construction staging and traffic management/detour strategy including identification of potential impacts upon other major routes during construction.
- (s) Investigate and identify environmental and regulatory approval requirements for the recommended alternative to proceed to construction.
- (t) Identify significant risks and appropriate mitigative strategies as they relate to the successful completion of the recommended alternative.
- (u) Provide draft webpages and regular updates for the Public Works project website including appropriately formatted images and PDF copies of meeting notices, advertisements, drawings and other relevant documents during the study period.
- (v) Produce full coloured plan, profile and perspective views of key features of the proposed design for presentation purposes.
- (w) Chair and record minutes of Technical Steering Committee meetings.
- (x) Prepare Working Papers for key elements, provide progress updates to the City's Project Steering Committee and record minutes.
- (y) Participate in a Value Engineering exercise. An independent Value Engineering consultant will be retained by the City to facilitate the exercise. Review and respond to the Value Engineering recommendations.
- (z) Present to and/or meet with Community Committees, Committees of City Council, City Departments, and Stakeholder groups,
- (aa) Prepare a Final Report documenting the Functional Design/Public Consultation process and the recommended preliminary design. Summarize the study in an Executive Summary. Provide 10 bound copies of each and 10 copies of all project reports, working papers, meeting minutes and images on CD or DVD in bookmarked, searchable PDF format. Include preliminary design engineering drawings of the recommended alternative in both AutoCAD and PDF format.
- (bb) Provide any and all associated ancillary services required to successfully complete the functional design to the satisfaction of The City of Winnipeg.

D4.2 The City will provide the following items and support:

- (a) Services provided by the City shall include, but are not necessarily limited to the following:
 - (i) TransCAD Transportation planning model output or an executable version of the model will be provided to assist in the development of future traffic projections for the various alternatives.
- (b) The following information will be provided:
 - (i) Construction record and utility drawings.
 - (ii) Aerial photography.
 - (iii) Right-of-Way base (AutoCAD LBIS) with available utility layers.
 - (iv) Conceptual alignments developed for the widening and realignment of Marion Street.
 - (v) Traffic counts – historical counts and additional counts as required.
 - (vi) Historical collision data.

- (vii) Engineering studies – structural, sewer district, traffic impact etc.
- (viii) 2007 Household Travel Survey data for Winnipeg.
- (ix) Additional items if available and deemed appropriate and beneficial to the successful completion of the project.

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 Consultant's own use, or for the use of any third party.
- D5.2 The Contractor 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 Contractor to the media or any member of the public without the prior written authorization of the Project Manager;
- (a) information provided to the Contractor by the City or acquired by the Contractor 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 Contractor who violates any provision of D5 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

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, Contractor'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. 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).
- 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 D7.10.
- 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 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D7.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D7.8.
- D7.10 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

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.

D9. INVOICES

- D9.1 Further to C10, the Consultant shall submit monthly invoices to the Project Manager.
- D9.2 Invoices must clearly indicate:
 - (a) the City's purchase order number;
 - (b) project file number;
 - (c) a breakdown of:
 - (i) Preliminary Design Fees by activity;
 - (ii) Other Project costs and Subconsultant Fees in accordance with B8.5 including the invoiced amount plus an allowed 5% handling fee. Copies of invoices must be attached.
 - (iii) The amount payable with GST and MRST (as applicable) shown as separate amounts; and
 - (d) The Consultant's GST registration number.
- D9.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D9.4 Invoices must be submitted to the City of Winnipeg Public works Finance and Administration Division at 102-1155 Pacific Avenue.