



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 599-2013

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THIRD PARTY CONTRACT ADMINISTRATION – POLO PARK INFRASTRUCTURE IMPROVEMENTS – ST. MATTHEWS AVENUE, ST. JAMES STREET, ELLICE AVENUE

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 THIRD PARTY CONTRACT ADMINISTRATION – POLO PARK INFRASTRUCTURE IMPROVEMENTS – ST. MATTHEWS AVENUE, ST. JAMES STREET, ELLICE AVENUE

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 16, 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 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) Form B: Fees Part A and Form B: Fees Part B (Section B) in accordance with B8; and

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.

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.

B6.4.1 A hard copy of Form B: Fees Part A and Form B: Fees Part B must be submitted with the Proposal. If there is any discrepancy between the Adobe PDF version of Form B: Fees Part A and Form B: Fees Part B and the Microsoft Excel version of Form B: Fees Part A and Form B: Fees Part B, the PDF version shall take precedence.

B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) 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 The Proposal submission should be submitted on 8.5" x 11" paper, with a font of not less than 10 pt., and shall be no more than 15 pages in length, exclusive of the required form(s). Only the

first 15 pages submitted in response to B6.2 will be evaluated. Anything included as an appendix 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 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 Proponent shall complete Form B: Fees Part A and Form B: Fees Part B, summarizing all applicable Fees and listing all assumptions.

B8.1.1 For the convenience of Bidders, and pursuant to B6.4.1 and B18.4.1, an electronic spreadsheet Form B: Fees in Microsoft Excel (.xls) format is available along with the Adobe PDF documents for this Request for Proposal on the Bid Opportunities page at the Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B8.2 The Proposal shall include the Fees for all disciplines for each Scope of Service phase of the Project including:

- (a) Advisory Services - Planning & Preliminary Design Phases, and
- (b) Advisory Services - Detailed Design, Contract Administration and Post Construction Phases.

B8.3 The Fees associated with Advisory Services shall be:

- (a) Based on Hourly Rates for Key Personnel and support staff;
- (b) Based on the approximate quantity of hours for the work activities identified in Form B: Fees Part A and Form B: Fees Part B;
- (c) Include allowable disbursements.

B8.4 Adjustments to Fees will only be considered based on increases or decreases to the Scope of Services.

B8.4.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B8.5 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.

B8.6 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b).

B8.7 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.

B8.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B9.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing comparable services on projects of similar size, scope and complexity;

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 owner;

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 Proposals should include, in tabular form:

- (a) Names of key personnel assigned to all phases of the Project, who shall not be substituted without written permission from the Project Manager;
- (b) The experience and qualifications of the key personnel assigned to the Project including:
 - (i) Job Title;
 - (ii) Educational background and degrees;
 - (iii) Professional affiliation;
 - (iv) Years of experience on projects administered for the City of Winnipeg;
 - (v) Years of experience in current position; and
 - (vi) Years of experience providing advisory services.
- (c) Roles of each of the key personnel in the Project should be identified in an organizational chart;
- (d) For each person identified, list the percentage of their time to be available for the Project. Provide this information for each of the Advisory Service phases identified in D4 Scope of Services;
- (e) Proposals should include, for each person identified in B10.1(a), 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;
- (f) Further to B10.1(e), and upon request of the Project Manager, the Proponent must be able to provide, for each person identified in B10.1(a), two current references, including telephone numbers for each project listed.

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this assignment.

B11.2 Describe the job function for each person and group of people identified in B10.

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

B11.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the Proponent's technical approach and methodology to complete the services, and ;
- (c) any other issue that conveys your team's understanding of the Project requirements.

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 programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
 - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
 - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
 - (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
 - (f) upon request of the Project Manager provide proof of the Security Clearances as identified in Part E Security Clearance.
- 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 names of the Bidders and the Contract amount of the successful Bidder 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) Form B: Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 30%
- (f) Project Understanding and Methodology (Section E) 20%

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 information submitted in accordance with B8.

B18.4.1 The electronic Form B: Fees Part A and Form B: Fees Part B and any formulas embedded in the spreadsheet are only provided for the convenience of Bidders. The City makes no representations or warranties as to the correctness of any imbedded formulas. It is the Bidder's responsibility to ensure the extensions of the unit prices and the sum of Total Fees performed as a function of the formulas within the electronic Form B:Fees Part A and Form B: Fees Part B are correct.

B18.5 Further to B18.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization in providing comparable services on projects of similar size and complexity.

B18.6 Further to B18.1(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.

B18.7 Further to B18.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, services assignment, and team organization.

B18.8 Notwithstanding B18.1(d) to B18.1(e), where Proponents fail to provide complete responses to B6.2(a) to B6.2(b), the score of zero may 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 The City may, at its discretion, award the Contract in phases.
- B19.5 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.
- B19.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- 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*, these Supplemental Conditions are applicable to the Services of the Contract.

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Bonnie Konzelman, P.Eng.

Email: bkonzelman@winnipeg.ca

Telephone No. 204 451-3795

Facsimile No. 204 986-5302

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 The Public Works Regional Streets – Streets Improvement Program, includes the Polo Park Infrastructure Improvements in the City of Winnipeg 2013 Capital Budget, as adopted by council.

D3.2 Morrison Hershfield Limited has been awarded the contract for Professional Consulting Services for the Polo Park Infrastructure Improvements – St. Matthews Avenue, St. James Street, Ellice Avenue. The Request for Proposal for these services is available at <http://www.winnipeg.ca/finance/findata/matmgt/bidres/Past/2013.asp> under Bid Opportunity 236-2013.

D3.2.1 Project parameters include the extension of St. Matthews Avenue from St. James Street to Madison Street, improvements to St. Matthews Avenue between Empress Street and Route 90, improvements to St. James Street/St. Matthews Avenue intersection and improvements to St. James Street/Ellice Avenue intersection.

D3.2.2 The following general works are included within the project parameters:

- (a) New and existing pavement/sidewalk infrastructure improvements and related works;
- (b) Additions and improvements to the existing land drainage system;
- (c) Connections to existing and future active transportation corridors;
- (d) Relocation and/or protection of several utilities, including but not limited to fibre optic cables, gas mains, distribution poles, street lights, MTS, Shaw Cable, and hydro plant;
- (e) Coordination of related City of Winnipeg work with other City of Winnipeg departments (i.e. Water & Waste, Traffic Signals, etc.)

D3.2.3 The schedule for the consulting services awarded under RFP 236-2013 is anticipated to be as following:

- (a) Project Planning and Preliminary Design completion November, 2013
 - (i) Two Open House Public Information Sessions in September or October, 2013 and in November or December, 2013
 - (ii) Value Engineering Process October, 2013

- (iii) Preliminary Drawings and Design September 2013
- (b) Detailed Design drawings and bid opportunity completion February, 2014
- (c) Construction is expected to commence in the spring of 2014 with the potential that some construction work, such as utility relocations, or improvements to Ellice Avenue/St. James intersection, could commence in 2013.
- (d) Substantial completion for construction is expected by end of 2014 construction season.

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of Advisory Services as described in D5 in accordance with the following:
- (a) Advisory Services – Planning and Preliminary Design Phase
 - (b) Advisory Services – Detailed Design, Contract Administration and Post Construction Phase
- D4.2 The Consultant will coordinate their activities with (including but not limited to):
- (a) City of Winnipeg (various Departments)
 - (b) The professional consulting firm engaged to perform Professional Consulting Services for the Polo Park Infrastructure Improvements – St. Matthews Avenue, St. James Street, Ellice Avenue awarded under RFP 236-2013.
 - (c) The consultant engaged by and acting on behalf of the developer for the Winnipeg Stadium site located at 1465 Maroons Road, where required.

D5. ADVISORY SERVICES

- D5.1 Advisory Services are defined in Appendix A – Definition of Professional Consultant Services – Engineering. Services will be conducted in accordance with the City of Winnipeg's *Manual of Project Administration Practice* (DRAFT March 1992 – See appendix B – References and Attachments), where applicable.
- D5.2 Advisory Services for Third Party Contract Administration will be applicable to the contract identified in D3.2 and related construction.
- D5.3 The Consultant will be required to perform the following as related to the contract identified in D3.2:
- (a) Engage an interdisciplinary team of specialists;
 - (b) Facilitate and participate in value engineering process and produce response reports. The value engineering process should:
 - (i) Identify methods of reducing life cycle costs without sacrificing reliability or efficiency;
 - (ii) Generate ideas that may be developed into feasible changes;
 - (iii) Include phases such as
 - Design review
 - Alternative ideas and recommendations
 - Identify advantages and disadvantages of alternatives
 - Development of preferred alternatives
 - Presentation of preferred alternatives
 - (c) Perform roadway safety audits during Preliminary and Detailed Design, following the Transportation Association of Canada's "The Canadian Road Safety Audit Guide";

- (d) Review and coordinate responses with the City of Winnipeg to the Preliminary Design Submission, Detail Design and Bid Opportunities. Where applicable, designs must address:
 - (i) Appropriate geometric standards set by the Transportation Association of Canada;
 - (ii) City of Winnipeg's *Transportation Standards Manual* (February 1991)
 - (iii) City of Winnipeg's *Accessibility Design Standards* (May 2010)
 - (iv) The current edition of The City of Winnipeg Standard Construction Specifications
 - (v) Manitoba Building Code
 - (vi) AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals
 - (vii) AASHTO Roadside Design Guide, 4th Edition
- (e) Review project costs, including:
 - (i) Class 3 estimate of costs and cash flow assembled during Project Planning and Preliminary Design;
 - (ii) Estimated capital costs and cash flow forecasts assembled during Detailed Design;
 - (iii) Monthly cost statements and projections for engineering services during Detailed Design;
 - (iv) Review and advise on monthly reports as they relate to project costs, Change in Works and Change in Services. Review extra work claims and contemplated changes in work and provide recommendations for the need, value and responsibility for the change;
 - (v) Review the accuracy of monthly progress payments and invoices.
- (f) When instructed by the Project Manager, undertake independent design checks of various works;
- (g) Provision to the City of a current report on the assignment status on a monthly basis advising of progress, schedule, costs and Change in Services;
- (h) Participate in Public Information Sessions/Open Houses, if required.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.
- D6.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D6.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
 - (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Consultant who violates any provision of D5 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly

registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D8. INSURANCE

- D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D8.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$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 \$1,000,000 per claim and \$1,000,000 in the aggregate.
- D8.2.1 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.
- D8.3 The policies required in D8.2(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.
- D8.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a).
- D8.5 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D8.6 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D8.7 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.

- D8.8 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 D8.7.
- D8.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D9. COMMENCEMENT

- D9.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D9.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the insurance specified in D8.
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D9.3 The City intends to award this Contract by August 30, 2013.

D10. INVOICES

- D10.1 Further to C10, the Consultant shall submit monthly invoices to the Project Manager.
- D10.2 Invoices must clearly indicate:
- (a) the City's purchase order number;
 - (b) project file number;
 - (c) a breakdown of:
 - (i) Advisory Fees - Planning and Preliminary Design Phase;
 - (ii) Advisory Fees – Detailed Design, Contract Administration and Post Construction Phase;
 - (d) The amount payable with GST and MRST (as applicable) shown as separate amounts; and
 - (e) The Consultant's GST registration number.
- D10.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D10.4 Invoices must be submitted to the City of Winnipeg Public works Finance and Administration Division at 102-1155 Pacific Avenue.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

E1.1 Each individual proposed to perform the following portions of the Work:

- (a) any Work on private property;
- (b) communicating with residents and homeowners in person or by telephone;

shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence.

E1.2 Prior to the commencement of any Work specified in E1.1, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.

E1.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in E1.1

E1.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

E1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in E1.1.

APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTING SERVICES – ENGINEERING

APPENDIX B – REFERENCES AND ATTACHMENTS