



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 709-2016

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
THE 2016 WALKBIKE PROJECTS: CHIEF PEGUIS GREENWAY EXTENSION FROM
MAIN STREET TO HENDERSON HIGHWAY**

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 THE 2016 WALKBIKE PROJECTS: CHIEF PEGUIS GREENWAY EXTENSION FROM MAIN STREET TO HENDERSON HIGHWAY

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 23, 2016.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Project Manager identified in D2.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.
- B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.
- B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

B4. CONFIDENTIALITY

- B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B5. ADDENDA

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
 - (b) Fees (Section B) in accordance with B8;
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
 - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
 - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including tables, charts, drawings and schedule and six (6) bound 8.5" x 11" copies (tables, charts, drawings and schedule in copies only may be 11" x 17" folded to an 8.5" x 11" size) for sections identified in B6.1 and B6.2.
- B6.5 The Proposal shall be no more than 15 pages, exclusive of the required forms, cover page, table of contents, tables, charts, drawings and schedule. Failure to adhere to the page limitation may render the Proposal non-responsive.
- B6.6 Content included as an appendix will not be evaluated.
- B6.7 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.8 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).

B6.9 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

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

B6.11 Proposals shall be submitted to:

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

B6.12 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

B7.1 The Proponent shall complete Form A: Proposal, making all required entries.

B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

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

B8. FEES (SECTION B)

- B8.1 The Proposal shall include a Fixed Fee for all D5 Project Planning and Preliminary Design.
- B8.2 Upon completion of the Project Planning and Preliminary Design, or at a key stage prior to completion of Project Planning and Preliminary Design phase, fees for Detailed Design, Contract Administration, Post-Construction Services may be negotiated with the successful proponent. This scope change would be subject to a satisfactory offer and approval of the Award Authority.
- B8.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.4 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.
- B8.5 The Fee Proposal shall also include an allowance of up to a maximum 8% for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any site investigation service (geotechnical), materials testing services, Underground Structures acquisitions, pipeline loading assessments, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation, or those included in B8.4. No other disbursements will be permitted.
- B8.5.1 Further to B8.5, the Contract Award shall include, in addition to the Total Bid Price, an allowance for the costs of any site investigation (geotechnical) services, materials testing services, Underground Structures acquisitions, pipeline loading assessments, required Hydro-Vac to expose utilities, open house logistics, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation in the amount of up to 15% of the Total Bid Price;
- B8.6 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.
- B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project and contract administration services on up to three projects of similar complexity, scope and value.
- B9.2 For each project listed in B9.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the consultant;
 - (c) project's original contracted cost and final cost;
 - (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
 - (e) project owner;
 - (f) reference information (two current names with telephone numbers per project).
- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

- B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

- B10.1 Describe your approach to overall team formation and coordination of team members.
- B10.1.1 Include an organizational chart for the Project.
- B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.
- B10.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner;
 - (d) Reference information (two current names with telephone numbers per project).
- B10.4 Proposals should include, in tabular form:
- (a) Names of key personnel assigned to the Project, who shall not be substituted without written permission from the Project Manager;
 - (i) Any professional whose charge out rate equals or exceeds one hundred dollars per hour shall also be considered key personnel.
 - (ii) Substitutes or back-up personnel shall not be listed in the proposal.
- B10.5 Key Personnel must include:
- (a) A Bicycle Facilities Design Expert with experience in the successful design of bicycle facilities within North America.

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- (a) Describe the job function for each person and group of people for this project;
 - (b) Provide a Responsibility Assignment Task Matrix that demonstrates time estimates by work activity and in total, including hourly rates for each person identified in B10.4(a). The matrix is to summate each person's total labour cost and hours at the bottom of the matrix. The matrix is to summate the labour costs for each task and allowable disbursements. This matrix will demonstrate the Proponent's understanding of the levels of effort required to successfully complete the project.
 - (c) Describe the methods of control to monitor and complete the assignment within budget and on time. As a minimum, monthly reports, in a format acceptable to the City, shall be submitted with all invoices. These reports shall clearly identify any current or anticipated budget or scheduling issues.

- (a) All monthly reports shall include a list of each person charging time to the Project and the percentage of those people's efforts relative to the current monthly statement and overall project to date.
 - (d) The method of quality assurance and controls to ensure the City receives a quality project that meets our expectations.
- B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4.
- B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.4 Proposals should address:
 - (a) the team's understanding of the broad functional and technical requirements;
 - (b) the team's understanding of the urban design issues;
 - (c) the team's understanding of the bridge design issues;
 - (d) the team's understanding of bicycle and pedestrian planning and facility design issues;
 - (e) the team's understanding of geotechnical issues;
 - (f) all activities and services to be provided by the City
 - (g) the deliverables of the project,
 - (h) any assumptions made with respect to the deliverables and the Scope of Services,
 - (i) the City's Project methodology with respect to the information provided within this RFP; and
 - (j) any other issue that conveys your team's understanding of the Project requirements.
- B11.5 For each person identified in B10.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B12. PROJECT SCHEDULE (SECTION F)

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

B13. DISCLOSURE

- B13.1 Various Persons provided information or services with respect to [this Work](#). In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B13.2 The Persons are:
 - (a) Morrison Hershfield looked at widening the bridges to include three lanes in each direction and a widened sidewalk on the south structure as part of the Functional Design for the Chief Peguis Trail West Extension Project, Bid Opportunity 533-2014

B14. QUALIFICATION

B14.1 The Proponent shall:

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

B14.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B14.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

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

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

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

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

- B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

B16. IRREVOCABLE OFFER

- B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

- B17.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B17.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.
- B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B18. INTERVIEWS

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

B19. NEGOTIATIONS

- B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

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

B20. EVALUATION OF PROPOSALS

- B20.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
 - (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B14: (pass/fail)
 - (c) Fees; (Section B) 40%
 - (d) Experience of Proponent and Subconsultant; (Section C) 20%
 - (e) Experience of Key Personnel Assigned to the Project; (Section D) 15%
 - (f) Project Understanding and Methodology (Section E) 20%
 - (g) Project Schedule. (Section F) 5%
- B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B20.6 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.
- B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B20.8 Further to B20.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B20.9 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B20.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B17.2.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B21.4 The City may, at its discretion, award the Contract in phases.
- B21.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B21.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B21.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

- D2.1 The Project Manager is:
Mark Doucet, P.Eng.
Telephone No. 204 986-7774
Email Address: mdoucet@winnipeg.ca
- D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.
- D2.3 Proposal Submissions must be submitted to the address in B6.

D3. BACKGROUND

- D3.1 In October 2011, City of Winnipeg Council approved the Transportation Master Plan (TMP) which outlines Key Strategic Goals which provide the underlying principles for the development of these projects.
- D3.2 On July 15, 2015 City of Winnipeg Council approved the Pedestrian and Cycling Strategies (PCS) which provide a vision and roadmap for the future of walking and cycling in Winnipeg. The process and associated results of the work to be performed for the projects within this Bid Opportunity must meet the Vision and Goals set forth in the PCS. The PCS are available at <http://walkbike.winnipeg.ca>
- D3.3 On May 18, 2016 City of Winnipeg Council approved the 2016 Pedestrian and Cycling Action Plan that authorizes the Public Service to proceed with the project as described within this Bid Opportunity.
- D3.4 The PCS identifies the Chief Peguis Greenway as a part of the east/west spine network with an off street facility. This facility has a gap between Henderson Highway and Main Street. This gap is considered a moderate/high priority to the network. The Red River presents a barrier in the network and is it a recommended crossing upgrade as per Table 4.5 of the PCS. There is an existing 1.5m wide sidewalk along the south side of the Kildonan Settler's Bridge. To enhance mobility along this spine, the bridge sidewalk needs to be widened to safely accommodate cyclists and pedestrians.
- D3.5 The existing Chief Peguis Greenway is an off-street asphalt path beginning at Henderson Highway and Chief Peguis Trail intersection. It extends to the east approximately four kilometers terminating at Sunrise Park in the Harbour View South community. The greenway also connects to the Northeast Pioneers Greenway at Gateway Road.
- D3.6 Common attractions/destinations within the area include the Winnipeg Riverbank Parkway System, Kildonan Park, Red River Community Centre, West Kildonan Collegiate, John Pritchard School, Jill Officer Park, Riverbend, Rivergrove, and River East Communities.
- D3.7 On the east side of the Kildonan Settler's Bridge there is a 1.5m wide concrete sidewalk which loops under the Kildonan Settler's Bridge near the east abutment, and connects to bus stops as well as Whellams Lane.

- D3.8 On the west side of the bridge there are 2.5m wide gravel paths which lead to the Winnipeg Riverbank Parkway (Kildonan Park), Main Street, and Scotia Street. The path reduces to a 1.5m concrete sidewalk under the bridge near the west abutments.
- D3.9 Along Chief Peguis Trail there are forested areas which are Grassland Naturalized Areas which shall not be disturbed as part of this project.
- D3.10 The City recently installed approx. 400 m of 600 mm diameter feeder main pipe underneath the Red River, north of the Kildonan Settler's Bridge. The piping is tied into the existing North Kildonan Feedermain on each side of the river. The work also included the construction of two new concrete butterfly valve chambers, one on the west bank and one the east bank of the river.
- D3.11 The Water and Waste Department will be constructing a new wastewater sewer river crossing by trenchless installation methods immediately south of the existing Kildonan Settler's Bridge. This work includes the construction of two new siphon chambers.
- D3.12 The City has completed Chief Peguis Trail West Extension Functional Design. The Design includes a single point interchange at Main Street. The successful proponent will receive this functional design for reference. It is understood that the plan developed through this assignment may not be fully compatible with the plans for the future Chief Peguis Trail and Main Street interchange, but the City would like to have an alternative interim bicycle and pedestrian improvement plan that could be implemented partially or in full should the interchange project not proceed within the timeframes of the amended TMP.
- D3.13 The Kildonan Settler's Bridge is designed to accommodate widened to the middle as shown in the Appendix.
- D3.14 The southbound left turn movement at Main Street and Chief Peguis Trail is often over capacity and experiences significant delay. The recent change in speed limit from 70 km/h to 60 km/h on Main Street at Chief Peguis Trail presents an opportunity to explore the feasibility of widening into the median on Main Street to create a dual southbound left turn.
- D3.15 There is currently no forecasted construction budget for this project.
- D3.16 The existing concrete deck on the Kildonan Settler's Bridge is in good condition and there are currently no plans for repairs or structural rehabilitation.

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of Project Planning and Preliminary Design of the Chief Peguis Greenway from Henderson Highway to Main Street consisting of, but not limited to:
- (a) Preparation of multi-use path alignment options;
 - (i) General limits are from Henderson Highway to Main Street
 - (ii) Design connections to the Riverbend and Rivergrove communities, ensuring new gaps are not introduced
 - (b) Development and evaluation of concept alternatives;
 - (c) Geometric design of preferred alignment;
 - (d) Structural design bridge modifications to accommodate a shared used facility;
 - (e) Geotechnical analysis;
 - (f) Illumination requirements;
 - (g) Transit stop improvements;
 - (h) Pedestrian and bicycle crossing improvements at Main Street;
 - (i) Preliminary design of a dual left turn lane for southbound Main Street to eastbound Chief Peguis Trail, and a Smart Channel for westbound right turn off of Chief Peguis Trail to

northbound Main Street. This design shall include the overhead sign structure and roadside shielding. These improvements shall be estimated separately from the larger project.

- (j) Traffic analysis using existing a.m. and p.m. peak volumes of the baseline condition at Main and Chief Peguis as well as options to add the southbound double left or any changes to phasing and timing to accommodate pedestrian and cycling crossing at the intersection. This work should be completed using Synchro and Simtraffic.

D4.2 The following shall apply to the Services:

- (a) Universal Design Policy

<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>

D4.3 The Potential for future contracts, for Detailed Design, Contract Administration and Post Construction Services.

- (a) Asset Management – Project Management Manual (2015)

<http://www.winnipeg.ca/finance/pdfs/ipd/manuals/ProjectManagementManual.pdf>

D4.4 Unless otherwise specified below, Appendix A – Definition of Professional Consultant Services – Engineering shall be applicable to the provision of Professional Engineering Services for this Project.

D5. PROJECT PLANNING AND PRELIMINARY DESIGN

D5.1 Preliminary Design Services are defined in Appendix A – Definition of Professional Consultant Services – Engineering.

D5.2 Where applicable, road and multi-use path designs must address:

- (a) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
- (b) City of Winnipeg's 2012 Draft Updated *Transportation Standards Manual* (previous version February 1991);
- (c) City of Winnipeg's *Accessibility Design Standards* (May 2015);
- (d) City of Winnipeg's *Universal Design Policy* (October 16, 2001);
- (e) City of Winnipeg's *Tree Planting Details and Specifications Downtown Area and Regional Streets* (May 2009);
- (f) City of Winnipeg's *Tree Removal Guidelines*;
- (g) *City of Winnipeg Standard Construction Specifications* – current edition;
- (h) 2015 Winnipeg Pedestrian and Cycling Strategies;
- (i) Best and current practices in bicycle and pedestrian facilities design;
- (j) CAN/CSA-S6-14 Canadian Highway Bridge Design Code plus interims.

D5.3 Where applicable, other structures must address:

- (a) The Current edition of the Manitoba Building Code;
- (b) AASHTO Standards Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals;
- (c) AASHTO Roadside Design Guide – 4th edition or latest.

D5.4 The following documents are to be considered where applicable:

- (a) OurWinnipeg (adopted July 12, 2011);
- (b) OurWinnipeg Sustainable Transportation Strategy (adopted July 12, 2011);
- (c) Winnipeg Transportation Master Plan (adopted November 16, 2011).

D5.5 Geometric Design

- (a) The project concept as demonstrated on the conceptual drawing, developed by the City of Winnipeg Transportation Division, may be revised or changed based, or new options developed based on public engagement and consultant input.
- (b) The consultant should confirm the concept and adjust/refine the concept or develop new options through the preliminary design process.
- (c) If additional property is required, the consultant is to prepare Property Requirement drawings to facilitate the acquisition process.
- (d) Engineering judgement from a qualified transportation engineer is required and the application of best and current practices.

D5.6 Pedestrian and Cycling Facilities Design

- (a) Facilities are to be designed for people of all ages and abilities.
- (b) Recommendations are to be provided for pedestrian and cycling traffic control devices in reference to current TAC guidelines and current industry best practices.
- (c) Develop improvements for Transit where required.
- (d) Develop crossing improvements at Main Street.

D5.7 Structural Design

- (a) Develop conceptual options for widening the existing sidewalk to 3.0m desirable or 2.5m minimum.
- (b) The existing concrete deck overhang supporting the sidewalk is 1800 mm. While widening of the deck overhang may be technically feasible, such an undertaking would likely require significant and costly modification of the bridge deck, the addition of cantilever deck reinforcement, and possibly deck thickening and girder strengthening. For these reasons, extension of the deck overhang as a means to provide a widened sidewalk is considered undesirable. For completeness, the consultant shall examine the feasibility of this option at a conceptual level.
- (c) Options for sidewalk widening by means of traffic barrier relocation shall be considered. Investigate impacts to the bridge structure including but not limited to expansion joints, deck drainage, and barrier end treatments. Investigate the use of alternative traffic barrier designs.
- (d) Investigate and design changes to the pedestrian barrier to meet minimum requirements for cyclists.
- (e) Carry out a limited program of visual inspections and material testing of the bridge structure to document conditions and to assist in determining the feasibility of recommended options. Your proposal shall include the estimated material testing costs; however material testing costs shall not be included in the Fee Proposal. A detailed condition assessment of the bridge structure is not part of the scope of work.
- (f) Perform preliminary design of structure modifications in accordance with the Canadian Highway Bridge Design Code, CAN/CSA-S6-14. The design live load vehicle shall be the CL-625. All structures shall be designed for a minimum 75 year design life. A detailed load rating of the bridge structure is not part of the scope of work.
- (g) Confirm the suitability of the existing concrete box culvert under Chief Peguis Trail to accommodate the Greenway.
- (h) Carry out preliminary design of any other ancillary structures (retaining walls, etc.) that may be identified during the study.

D5.8 Slope Stabilization

- (a) The consultant shall propose a geotechnical program to ensure the inclusion of a multi-use path does not impact the river bank stability nor the bridge embankment stability where necessary.

- (b) The consultant shall propose a geotechnical drilling and testing program, including an estimated budget (fees and disbursements) and recommendations, for slope stabilization on the Red River as required within the area of Project works.

D5.9 Utilities Assessment

- (a) Identify any existing utility relocations required and consult with existing utilities to determine any requirements for future plant expansions.

D5.10 Public Engagement

- (a) Public engagement is an integral part of the project, which will allow better decisions to be made, incorporating the interest and concerns of affected stakeholders, while meeting the needs of the City. This will provide greater transparency in the decision-making process and provide for a more sustainable solution. The public engagement process shall be based in IAP2 principles and best practices (see <http://iap2canada.ca/>).
- (b) The purpose of the Public Engagement Process is to ensure the facility incorporates stakeholders' interests and brings awareness to the project.

D5.11 Preliminary Design Report

- (a) The consultant shall prepare and submit a preliminary design report outlining the results of the investigations and assessments carried out, options investigated, and the recommended scope of work, complete with drawings and a Class 3 cost estimate. Four (4) hard copies, along with an electronic PDF version, properly bookmarked, of the final preliminary design report shall be submitted.
- (b) Preliminary Design Drawings are to exceed 30% complete of a detailed design and include plan and profiles.

D5.12 Other General Requirements

- (a) The Consultant shall hold meetings with the City Project manager and members of the appointed City of Winnipeg Project Technical Steering Committee at project start up, and at other key times, including presentation of the findings of investigations, presentation of potential options and to gain concurrence of recommendations for the alternatives to be developed, prior to finalization of the preliminary design report.
- (b) The Consultant shall work together with the City and its Consultants assigned to the design of the new interceptor sewer river crossing to ensure the plans developed are compatible in terms of design and constructability.

D5.13 The Consultant is responsible for:

- (a) Confirming the scope of work required using professional engineering judgement;
- (b) Preparation of a schedule of goals, objectives and activities (Project Schedule) for the entire project, broken down into an acceptable and measurable level and provide comprehensive management of the project. Monitor and maintain the same in a manner acceptable to the City. Monthly status reports provided to the Project Manager should include but not be limited to;
 - (i) Progress on tasks since previous reports;
 - (ii) Planned accomplishments for next period;
 - (iii) Project schedule update;
 - (iv) Project budget update;
 - (v) Identify potential problems, risks, concerns, etc for the project;
- (c) Review and incorporate regulatory requirements into the project plan and schedule. Obtain approvals from appropriate regulatory agencies as necessary;
- (d) In consultation with the Project Manager, determining the extent to which site investigation is required;
- (e) Field surveys;

- (f) Acquiring and review of the historical and as-built drawings within Project limits from Underground Structures;
- (g) Acquiring and review of historical information from all utilities within the Project limits;
- (h) Acquiring related reports and historical information, where available, within the Project limits and review as related to this Project;
- (i) Engaging the services of appropriate qualified Subconsultant personnel where additional services are required, including but not limited to:
 - (i) Site investigation (geotechnical services)
 - (ii) Materials testing services;
- (j) Construction staging plans that minimize disruption to the public. Assumptions should be stated in the proposal;
- (k) Identify and confirm property requirements and/or easements and provide necessary information to the City of Winnipeg to support the property acquisition or easement process including drawings if necessary. Under the City's conceptual plan, additional property acquisition is not anticipated;
- (l) Determine and assist the City in obtaining any regulatory requirements, including, but not limited to those with the City of Winnipeg Waterways, Manitoba Sustainable Development, Manitoba Water Resources, Transport Canada, and Fisheries and Oceans Canada (DFO);
- (m) Coordinate intersection designs with the City of Winnipeg Traffic Signals Branch
- (n) Develop project aesthetics including streetscaping, landscaping and structure architectural details.

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 D6 may be determined to be in breach of Contract.

SUBMISSIONS

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 \$ 500,000 . 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) and D8.2(c).
- D8.5 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 D8.8.
- D8.6 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.
- D8.7 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.
- D8.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

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 September 13, 2016.

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) any Work within City facilities other than:
 - (i) an underground structure such as a manhole;
 - (ii) in areas and at times normally open to the public;
 - (c) communicating with residents and homeowners in person or by telephone;
- E1.1.1 Each Individual shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence. Or
- (a) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home> .
- E1.1.2 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Project Manager.
- E1.2 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Project Manager 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.