



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 335-2017**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR  
2018 NORTH EAST EXCHANGE DISTRICT STREET RENEWALS**

**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  
2018 NORTH EAST EXCHANGE DISTRICT STREET RENEWALS

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 7, 2017.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

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

### **B4. CONFIDENTIALITY**

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

## **B5. ADDENDA**

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 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 B8.1;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B9.1;
  - (c) Project Understanding and Methodology (Section E) in accordance with B10.1; and
  - (d) Project Schedule (Section F) in accordance with B11.1.
- B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B6.1 and B6.2.
- B6.5.1 Further to B6.5, the proposal shall be submitted on 8.5" x 11" paper, with a font of not less than 11 pt. Arial; margins of not less than 0.75"; line spacing of not less than single; and shall be no more than twelve (12) pages in length, exclusive of the required form(s), table of contents and cover page. Only the first twelve (12) pages of each Proposal will be evaluated;
- B6.5.2 Further to B6.5.1, anything included as an appendix will not be evaluated;
- B6.6 Further to B6.5.1 and B6.5.2, a total of three (3) of the twelve (12) total pages may be presented on 11" x 17" paper, with the copies only.
- 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 the total Fees for all disciplines, identified and necessary, for each Scope of Service phase of the Project D5, including

- (a) Preliminary Design Services;
- (b) Detailed Design (including Bid Opportunity Preparation);
- (c) Contract Administration Services; and
- (d) Post Construction Services.

B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

- (a) The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B8.4 The Fees entered in each column Form B: Fees shall include an allowance of up to 8% for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any site investigation services, materials testing services, geotechnical 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.

B8.4.1 Further to B8.4, the Contract Award shall include, in addition to the Total Bid Price, an allowance for the costs of any site investigation services, materials testing services, geotechnical services, Underground Structures acquisitions, pipeline loading assessments, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation in the amount of up to 30% of the Total Bid Price. Fees for approved Subconsultants shall be payable as invoiced by the Subconsultant plus an allowed handling fee of 5%.

B8.5 Proposal(s) shall include the Fees to be assessed for Engineering and other Services as defined in the Scope of Services.

B8.6 The Fees associated with Preliminary Design shall:

- (a) be a Fixed Fee;
- (b) include Allowable Disbursements;

B8.7 The Fees associated with Detailed Design shall:

- (a) be a Fixed Fee;
- (b) include Allowable Disbursements;

B8.8 The Fees associated with Contract Administration shall:

- (a) be a Total Maximum based on Hourly Rates;
- (b) be based on the number of working days identified for each project package identified in Appendix C Project Locations and Technical Scoping . The actual working days will be established at time of tender with the consultation and concurrence of the Project Manager. Fees will be adjusted according to the actual number of working days agreed upon during Detailed Design;
- (c) include Allowable Disbursements;

- B8.9 The Fees associated with Post-Construction Services shall:
- (a) be a Total Maximum based on Hourly Rates;
  - (b) include Allowable Disbursements;
- B8.10 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.
- B8.11 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 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 Proposals should include, in tabular form:
- (a) names of key personnel assigned to the Project, who shall not to be substituted without written permission from the Project Manager;
    - (i) the experience and qualifications of the key personnel assigned to the Project, including;
    - (ii) job title;
    - (iii) educational background and degrees;
    - (iv) professional affiliations;

- (v) years of experience administering projects for the City of Winnipeg;
- (vi) years of experience in current position;
- (vii) years of experience in design; and
- (viii) years of experience in construction administration.

B10.4 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B8.1, 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).

## **B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

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

- (a) Describe the job function for each person and group of people so identified;
- (b) Provide a Responsibility Assignment Task Matrix that provides time estimates by work activity and in total, including hourly rates for each person identified in B10.3(a). The matrix is to summate each person's total labour cost and hours at the bottom of the matrix. The 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.
- (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 D3.1.

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 downtown urban design issues;
- (c) the proposed Project budget;
- (d) all activities and services to be provided by the City;
- (e) the deliverable(s) of the Project;
- (f) communication strategy during construction with businesses and residents;
- (g) any assumptions made with respect to the Scope of Services;
- (h) the Proponent's technical approach and methodology to complete the Services; and
- (i) any other issue that conveys your team's understanding of the Project requirements.



## **B12. PROJECT SCHEDULE (SECTION F)**

- B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes. The schedule shall demonstrate:
- (a) One week for the City to review 50% and 90% bid-opportunity documents.
  - (b) Six weeks for the City to review Underground Structures Submissions.
  - (c) Construction completion in the fall of 2018.
  - (d) Vertical detailed design completed by September 2018 to facilitate private building designs along James Avenue or sooner.
  - (e) Required coordination meetings with developers and owners along James Avenue.

## **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) WSP Group (formerly MMM Group) and sub-consultant HTFC – North East Exchange District Engineering Study related to Bid Opportunity 705-2013
  - (b) WSP Group (formerly MMM Group) and sub-consultant HTFC – Engineering Services for Lily Street from Market Ave to Galt Ave. related to Bid Opportunity 345-2016

## **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.
  - (e) Have a Certificate of Authorization from EGM.
- 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 any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

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 B13.1: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultant; (Section C) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 20%
- (g) Project Schedule. (Section F) 10%

- 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, in accordance with B8.1.
- 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, in accordance with B9.1
- 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, in accordance with B10.1.
- 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, in accordance with B11.1.
- B20.9 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B20.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.

## **B21. AWARD OF CONTRACT**

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 The Work of this Contract related to Contract Administration and Post-Construction Services is contingent upon Council approval of sufficient funding in the 2018 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.

- B21.4 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.
- B21.5 The City may, at its discretion, award the Contract in phases.
- B21.6 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.
- B21.6.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B21.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B21.8 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.
- B21.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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:

Marsha Christiuk, Senior Urban Designer

Telephone No. 204 986-6427

Email Address: mchristiuk@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 Proponents may contact the Project Manager to request additional information related to previous works.

D3.2 The City has narrowed the James Avenue right-of-way. The survey will be provided to the successful proponent.

D3.3 The objectives of the project are as follows;

(a) James Avenue

- (i) Narrowing and reconstruction of James Avenue to facilitate current redevelopment of the James Avenue Pumping Station.
- (ii) Improvements to the pedestrian environment including pedestrian post-top lighting, and streetscaping.
- (iii) Develop detailed designs to facilitate design of private buildings elevations and optimal private-public realm interfaces.

(b) Waterfront Drive

- (i) Renew, re-grade and replace paving stones within the roadway to new conditions.
- (ii) Renew curbs and curb ramps
- (iii) Adjust manholes and catch basins as necessary
- (iv) Isolated pavement patching to improve drainage
- (v) Install a raised intersection at the James Avenue and Pacific Avenue intersection to improve driver awareness of pedestrian crossings.

(c) North Winnipeg Parkway

- (i) Complete the pedestrian and cycling gap from the edge of the Mere Hotel property to Fort Douglas Park along the existing desire line.
- (ii) Install post-top lighting to light the new pathway.
- (iii) The temporary gravel parking lot abutting the proposed pathway alignment is temporary, but impacts to this lot are to be minimal during construction.

#### **D4. SCOPE OF SERVICES**

- D4.1 The Services required under this Contract shall consist of a phased consulting project in accordance with the following:
- (a) Functional Design Confirmation as outlined in D5;
  - (b) Detailed Design as outlined in D6;
  - (c) Contract Administration as outline in D7;
  - (d) Post Construction Services as outlined in D8.
- D4.2 The following shall apply to the Services:
- (a) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (current edition);
  - (b) City of Winnipeg Standard Construction Specifications – current edition;
  - (c) Universal Design Policy  
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=3604>
- D4.3 Within the Project phases in D5.2, the Consultant may be required – depending upon location and technical scope of services – to conduct site investigation (geotechnical) services, materials testing services, Underground Structures acquisitions, pipeline loading assessments, and/or closed circuit television (CCTV) sewer inspection.
- D4.4 Project Locations included in the 2018 Capital Program, are subject to the adoption of the Capital Budget by City Council. Substitutions and/or deletions may occur within the Project Packages and may result in an adjustment in Fees as per B8.2.
- D4.5 Unless otherwise specified below, Appendix A – Definition of Professional Consultant Services – Engineering – Public Works shall be applicable to the provision of Professional Engineering services for the Projects.

#### **D5. FUNCTIONAL DESIGN CONFIRMATION**

- D5.1 Confirm the scope of work using professional engineering judgement.
- D5.2 Review James Avenue concept and provide feedback on required changes, improvements or concurrences.
- D5.3 Review streetscaping details from previous year's projects in the North East Exchange and provide feedback on required changes, improvements of concurrences.
- D5.4 Proponents are to assume a new detailed survey is required for James Avenue.
- D5.5 Proponents are responsible for the accuracy of any electronic drafting information from previous projects to be reused for this project. The successful proponent bears all responsibility for the confirmation of the information.
- D5.6 Meet with required private building developers along James Avenue to ensure proper coordination as required throughout project for coordination of service tie-ins, construction access and building elevations.
- D5.7 Work with the architects of the James Avenue Pumping stations to ensure that the street design is integrated with the proposed semi-public spaces of the James Avenue Pumping Station and any other development project happening on the street.
- D5.8 Coordinate with the WWD as they are renewing the watermain on James Avenue.
- D5.9 Coordinate with Shaw and MTS to determine extent of new connections and trunk lines including rough-ins for future expansions along James Avenue.



- D5.10 Determine extent of sewer televising required for James Avenue.
- D5.11 Review and incorporate regulatory requirements into the project plan and schedule. Obtain approvals from appropriate regulatory agencies as necessary.
- D5.12 The two mature trees on the north side of James Avenue, shall be incorporated into the design of the streetscaping
- D5.13 All new trees shall follow the standards established Tree Planting Details and Specifications for Downtown and be reviewed by the Urban Forestry Branch for approval.
- D5.14 Confirm tie-ins to connect new post-top lighting for North Winnipeg Parkway connection and James Avenue
- (a) North Winnipeg Parkway is assumed to connect to existing circuit. Stittsville Lighting is to be used and post and light tops will be supplied by the City. Consultant is to include design information for the bases and the City will provide the bolt pattern information.
  - (b) No additional street lighting is anticipated on James Avenue and the existing timber poles are to remain.
  - (c) James Avenue pedestrian lighting is to be the Washington Kline that will run a on City circuit and connect to an existing of new customer service point off of Lily Street. The electrical engineer is to coordinate the design with the City's Lighting Systems Engineer.
- D5.15 Develop options for construction staging. Consider breaking the Waterfront Drive renewal into segments or complete closure and determine implications of the options. Communicate to the area residents and businesses the plan and timing. Prepare staging drawings for the City's website. Modify or improve the plan and timing on construction on Waterfront Drive based on resident, business, contractor and Exchange BIZ feedback. The renewal on Waterfront Drive is to be completed as quickly as possible.
- D5.16 Providing Project details and regular Project updates to the Accela right-of-way coordination system.

## **D6. DETAILED DESIGN**

- D6.1 The existing streetscaping vocabulary used in the East Exchange shall be used in this project.
- D6.2 The North Winnipeg Parkway connection is to assume:
- (a) A structural retaining wall is required.
  - (b) Parking lot fence abutting proposed path is to be reinstalled using existing or similar materials or design. It is to be low cost as it is temporary.
  - (c) The pathway is to be paved in asphalt.
  - (d) Lighting should be installed on the west side of the path to also provide some light to the temporary parking lot.
  - (e) The horizontal and vertical alignment is to reduce impacts to the temporary parking lot and reduce costs for a retaining wall. Detailed profiles are required.
- D6.3 James Avenue is to assume;
- (a) Asphalt road reconstruction.
  - (b) Preservation of newer south sidewalk where possible.
  - (c) Pedestrian and private access is to be maintained. Develop a construction staging plan.
  - (d) Two travel lanes and one parking lane on the north side.
  - (e) A heritage interpretation element along James Avenue.
- D6.4 Waterfront Drive is to assume;

- (a) A detailed sketch with required details for renewals is acceptable.
  - (b) Detailed drawings are required for the raised intersections.
  - (c) Maintain the construction staging plan that can be used on the City's website and communicated with the businesses and residents.
  - (d) Provide recommendations for minimizing construction duration including accelerated construction.
  - (e) Provide recommendation for constructing timing to minimize conflicts with seasonal events and festivals.
- D6.5 The Successful Proponent will be responsible for project reporting and support to the City's Project Manager for project reporting in accordance with the City of Winnipeg's Project Management Manual and templates.
- D6.6 Designs to be submitted for review must:
- (a) Be sealed by a Professional Engineer, registered in the Province of Manitoba
  - (b) Include a pavement design brief
  - (c) Include the pavement cross section (where applicable)
  - (d) Include the dimensioned jointing design (where applicable)
  - (e) Include the proposed sidewalk jointing design for full with sidewalks;
  - (f) Include separate overall horizontal geometry layout drawings;
  - (g) Include Department drawing numbers before the works are advertised. Drawing numbers can be requested from Permits & Plan Approval – GIS Support Services at (204) 986-4113;
  - (h) Conform to the Manual for the Production of Construction Drawings for the City of Winnipeg, Works and Operations Division (November 1984);
  - (i) Include construction staging drawings/figures;
  - (j) Include all relevant plan and profile information;
  - (k) Include miscellaneous details as required to better present the scope of the work to the contractor;
  - (l) Allow six weeks for circulation to Underground Structures
  - (m) Ensure that separate copies are sent to affected utilities, with specific requests made for estimates, where required.
- D6.7 The Bid Opportunity documents must be prepared:
- (a) Using the current applicable template from the Materials Management Division;
  - (b) Referencing the current edition of The City of Winnipeg Standard Construction Specifications.
- D6.8 Detailed Design Services shall include but not be limited to:
- (a) Ongoing Project reporting and support to the City's Project Manager for Project reporting in accordance with the City of Winnipeg's Project Management Manual and templates;
  - (b) Ongoing comprehensive management of the Project;
  - (c) Ongoing coordination of meetings with the City's Project Manager
  - (d) Ongoing Project details and updates to the Accela right-of-way coordination system;
  - (e) Ongoing consultation and coordination with all affected utilities;
  - (f) Allow sufficient time for review by the City's Project Manager and additional personnel;
  - (g) Preparation of estimated capital costs and cash flow forecasts;
  - (h) Monitor and update the Project Risk Management Plan, where required; and

- (i) Any and all associated ancillary services required to successfully complete the Detailed Design to the satisfaction of the City of Winnipeg.

## **D7. CONTRACT ADMINISTRATION**

D7.1 Contract Administration Services shall be conducted in accordance with the City of Winnipeg's Project Management Manual Appendix B – Contract Administration Procedure.

D7.2 The Successful Proponent will be responsible for:

- (a) Ongoing Project reporting and support to the City's Project Manager for Project reporting in accordance with the City of Winnipeg's Project Management Manual and templates;
- (b) Ongoing comprehensive management of the Project;
- (c) Ongoing Project details and updates to the Accela right-of-way coordination system;
- (d) Ongoing consultation and coordination with all affected utilities;
- (e) Allow sufficient time for review by the City's Project Manager and additional personnel;
- (f) Preparation of estimated cash flow forecasts;
- (g) Monitor and update the Project Risk Management Plan, where required; and
- (h) Any and all associated ancillary services required to successfully complete the Detailed Design to the satisfaction of the City of Winnipeg.

D7.3 NON-RESIDENT Contract Administration Services shall include but not be limited to:

- (a) Ensuring persons with demonstrated experience are assigned to administer the Project for the duration of the Project, with personnel changes only upon approval of the Project Manager;
- (b) Timely submittal of accurate progress payments and invoices;
- (c) Conducting pre-award and pre-construction meetings with formal notes as described in the City of Winnipeg's Project Management Manual; and
- (d) Provision to the City of a complete current report on the project status on a monthly basis advising of progress, schedule, project costs, Change in Service, and Changes in Work.

D7.4 RESIDENT Contract Administration Services shall include but not be limited to:

- (a) Co-ordination of day-to-day site activities;
- (b) Ensuring construction contractor conformance to the City of Winnipeg's Manual of Temporary Traffic Control on City Streets;
- (c) Full-time inspection;
- (d) Field and/or laboratory testing and verification of construction material quality;
- (e) Field measurement and verification of construction material quantities in a manner so as to minimize contract disputes;
- (f) Provision of periodic and timely updates to the Project Manager on progress and/or expenditures, through:
  - (i) Regular Site meetings with formal minutes as described in the City of Winnipeg's Project Management Manual;
  - (ii) Other formal and/or informal documented means;
- (g) Representation of the City to the local residents and businesses in a professional manner, with responsible and prompt reaction to reasonable requests (minimizing impact and/or disruption of the Project to the extent possible);
- (h) Coordinate traffic management and construction work;
- (i) On-going updates to the lane-closure information line as required; and
- (j) Supervision of Subconsultants;

- (k) Provision of Project details and regular Project updates to the Accela right-of-way coordination system.

## **D8. POST CONSTRUCTION SERVICES**

D8.1 Post Construction Services shall include but not be limited to:

D8.2 (a) Preparation of one of each of the following for each construction contract administered under the Project:

- (i) Certificate of Substantial Performance;
- (ii) Certificate of Total Performance;
- (iii) Certificate of Acceptance.

(b) Additional Contract Administration for maintenance (pay) items within the warranty period of the construction contract;

(c) Resolution of deficiencies and/or outstanding warranty issues;

(d) Submission of a final construction report within three months of Substantial Performance of the latest construction contract, including;

- (i) Summary report – a description of:
  - ◆ Services accomplished, including initial and final scope of Project;
  - ◆ Final pavement design for new pavements;
  - ◆ Amount of concrete repairs, by percentage for pavement rehabilitations;
  - ◆ Average thickness of asphalt placement for pavement rehabilitations;
  - ◆ Issues encountered and resolutions achieved;
  - ◆ Any outstanding services or issue-resolutions required;
  - ◆ Final or projected final contract cost;
  - ◆ Daily field reports (as an appendix);
  - ◆ Field test reports (as an appendix);
- (ii) Photographs – good quality digital photos using descriptive file names (including year), provided on CD or DVD (notwithstanding pre-construction Site and property condition assessment photos, as per Appendix A – Definition of Professional Consultant Services – Engineering)
  - ◆ Typical pre-construction photos
  - ◆ Typical post-construction photos
  - ◆ Typical construction operation photos (e.g. concrete pours, paving operations, etc)

(e) Provision of record drawings in accordance with the Public Works As-Built Drawing Requirements identified in F1, within three months of Substantial performance of the construction contract, unless waived or amended in writing by the Project Manager.

D8.3 The Successful Proponent will be responsible for project reporting and support to the City's Project Manager for project reporting in accordance with the City of Winnipeg's Project Management Manual and templates.

## **SUBMISSIONS**

### **D9. AUTHORITY TO CARRY ON BUSINESS**

D9.1 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.

## **D10. INSURANCE**

- D10.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D10.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
    - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
    - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
    - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
    - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
  - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
  - (c) Professional Errors and Omissions Liability Insurance including:
    - (i) an amount not less than \$ 5,000,000.00 per claim and \$ 5,000,000.00 ^ in the aggregate.
- D10.2.1 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.
- D10.3 The policies required in D10.2(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.
- D10.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D10.2(a) and D10.2(c).
- D10.5 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 D10.8.
- D10.6 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.
- D10.7 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.

D10.8 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**

### **D11. COMMENCEMENT**

D11.1 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.

D11.2 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 D9;
- (ii) evidence of the insurance specified in D10;

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

D11.3 The City intends to award this Contract by July 28, 2017.