



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 587-2018**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR  
PORTAGE AVENUE AND MAIN STREET INTERSECTION REVITALIZATION –  
DESIGN AND PHASE ONE CONSTRUCTION**

**Note to Proponents: Please be aware of revisions to B16.3**

**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 PORTAGE AVENUE AND MAIN STREET INTERSECTION REVITALIZATION – DESIGN AND PHASE ONE CONSTRUCTION

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 26, 2018.
- 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 or any 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) Management Proposal – Proponent and Subconsultants (Section C) in accordance with B9;
  - (b) Management Proposal – Project Team (Section D), in accordance with B10;
  - (c) Project Understanding and Methodology Proposal (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 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 vary subject to B6.5.1) 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 space of not less than single; and shall be no more than fifteen (15) pages in length, exclusive of the required form(s), table of contents and cover page. Only the first fifteen (15) 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 fifteen (15) total pages may be presented on 11" x 17" paper, for charts, graphs, or large tables, with the copies only.

- B6.7 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 B21.1(a).
- B6.9 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B6.10 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.11 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.12 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B7. PROPOSAL (SECTION A)**

- B7.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B7.4 Paragraph 12 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 D5.1, Urban Design Vision, and Project Planning and Preliminary Design.

B8.1.1 The Proposal shall show a breakdown of fees for components of the work identified in D5.1.

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, and Post-Construction Services may be negotiated with the successful proponent as identified in D14.

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 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.

B8.5.1 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 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 for work described in B8.5 shall be payable as invoiced by the Subconsultant plus an allowed handling fee of 5%.

B8.6 Proposal(s) shall include the Fees to be assessed for engineering and other Services as defined in the Scope of Services.

B8.7 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

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

## **B9. MANAGEMENT PROPOSAL – PROPONENT AND SUBCONSULTANTS (SECTION C)**

B9.1 The Management Proposal should describe the experience of the Proponent and any Subconsultants, including:

- (a) general firm profile information, including years in business, average volume of work, number of employees, including local office information and other pertinent information for the Proponent and all Subconsultants;

- (b) details demonstrating the history and experience of the Proponent and Subconsultants in providing urban design, roadway design and construction management experience on three projects of similar complexity, scope and value.

B9.2 For each project listed in B9.1(b), 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.

B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B9.2.2 Reference information (two current names with telephone numbers per project) must be made available upon request of the Project Manager.

## **B10. MANAGEMENT PROPOSAL – PROJECT TEAM (SECTION D)**

B10.1 The Proposal should describe your approach to overall team formation and coordination of team members.

B10.2 The Proposal should:

- (a) include the methodology describing the Proponent team's project management approach and organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent and Subconsultant(s) will use in the delivery of this Project;
- (b) describe the job function for each individual and group of individuals identified in B10.3(a);
- (c) include an organizational chart for the Project, which identifies the roles of the key personnel and others.

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;
- (b) the experience and qualifications of the key personnel assigned to the Project, including:
  - (i) job title;
  - (ii) educational background and degrees;
  - (iii) professional affiliations;
  - (iv) years of experience administering projects for the City of Winnipeg;
  - (v) years of experience in current position;
  - (vi) years of experience in engineering/design;
  - (vii) years of experience in construction administration.

B10.3.1 Project should be led by a design team including engineers, urban designers and, landscape architects.

B10.4 Provide a Responsibility Assignment Task Matrix that provides time estimates by work activity for the Services indicated in D5.1 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 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. For the Future Services listed in D5.2 (Detailed Design, Contract Administration and Post Construction), provide hourly rates for each person identified in B10.3(a).



- B10.5 For each person identified in B10.3(a), list at least three (3) projects, comparable in scope, size, and complexity, in which the person listed did comparable work and performed a comparable role. Provide the following:
- (a) Description of the project;
  - (b) Role of the person; and
  - (c) Project Owner.
- B10.5.1 Further to B10.4, and upon request of the Project Manager, the Proponent must be able to provide, for each person identified in B10.3(a), two current references, including telephone numbers for each project listed.
- B10.6 Where applicable, information should be separated into Proponent and Subconsultant project listing.

## **B11. PROJECT UNDERSTANDING AND METHODOLOGY**

- B11.1 Specifically, Proposals should describe:
- (a) the Proponent's practical understanding of the Project, including:
    - (i) the team's understanding of the broad functional and technical requirements;
    - (ii) the team's understanding of downtown urban design issues, in general, and specifically at this location;
    - (iii) the team's understanding of the broader implications and impacts of this work for the downtown at large;
    - (iv) the team's approach in developing the proposed Fee schedule;
    - (v) the team's methodology for calculation of the Class 3 Construction Estimates for all four crossings;
    - (vi) the planned communication strategies during the design phase, as well as during construction, with businesses and residents.
  - (b) the Proponent's technical approach and methodology to complete the Services;
  - (c) the collaborative process/method to be used by the Proponent in all phases of the Project;
  - (d) 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.
  - (e) the method of quality assurance and controls to ensure delivery of a quality project that meets the City's expectations;
  - (f) all activities and services to be provided by the City;
  - (g) any assumptions made with respect to the Scope of Services;
  - (h) the deliverable(s) of the Project;
  - (i) any other information that conveys your team's understanding of the Project requirements.
- B11.2 Methodology should be presented in accordance with the Scope of Services identified in D5.

## **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, not exceeding the times specified in D12.

**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) Dillon Consulting
  - (i) Portage and Main Transportation Study related to Bid Opportunity (Appendix A);
- (b) Perkins + Will;
  - (i) Portage and Main Vision (Appendix B)
- (c) Janet Rosenberg + Associates;
  - (i) Winnipeg City Crossing – Light Forest feasibility study (Appendix C)
- (d) Corbett Cibinel Architects.
  - (i) Winnipeg City Crossing – Light Forest feasibility study (Appendix C)

**B14. CONFLICT OF INTEREST AND GOOD FAITH**

B14.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B14.3 In connection with its Proposal, each entity identified in B14.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and

- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B14.4 Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
  - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B15. QUALIFICATION**

- B15.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract;
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
  - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>.
- B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and

- (b) 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.

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

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

## **B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B16.1 Proposals will not be opened publicly.

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

B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

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

## **B17. IRREVOCABLE OFFER**

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

## **B18. WITHDRAWAL OF OFFERS**

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

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

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

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

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

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

**B19. INTERVIEWS**

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

**B20. NEGOTIATIONS**

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

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

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

**B21. EVALUATION OF PROPOSALS**

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

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B14: (pass/fail)
- (c) Fees; (Section B) 20%
- (d) Management Proposal – Proponent and Subconsultants; (Section C) 10%
- (e) Management Proposal – Project Team; (Section D) 35%
- (f) Project Understanding and Methodology; (Section E) 25%
- (g) Project Schedule. (Section F) 10%

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

## **B22. AWARD OF CONTRACT**

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.

- B22.5 Notwithstanding Paragraph 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.
- B22.5.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

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

Kurtis Kowalke

Telephone No. 204-986-5917

Email Address: [kkowalke@winnipeg.ca](mailto:kkowalke@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 Winnipeg's iconic historic intersection, one of the most famous in Canada – Portage and Main, has long been part of our City's narrative, playing a key role in both the physical and cultural landscapes. Since its closure to pedestrians over 40 years ago, new discussions have evolved, identifying a desire to redefine how the intersection supports city-building, pedestrian activity, and accessibility for all modes and all levels of ability.

For the first time in 40 years, the stakeholders at this intersection have indicated a willingness to discuss the renewal and re-introduction of pedestrians to the intersection. Letters of support have been received which have requested that the City commit and collaborate on a number of items such as, minimizing the impact on vehicular traffic, investments in the concourse in conjunction with private investment, enhancement of at-grade streetscaping and lighting, signage and way-finding improvements at and below grade and an artistic focal point that draws visitors and Winnipeggers alike to the iconic intersection.

Private investment is happening at this intersection, and as the barriers start to come down it is imperative that the City of Winnipeg provide its own investment for its assets at these corners both above grade and below grade. These investments will be done in collaboration with the private sector to ensure that there is a plan that aligns both public and private interests in recapturing the lost sense of place in the heart of the city.

D3.2 Background information is contained in the following appended information:

- (a) Portage and Main Transportation Study (Dillon 2016) – Appendix A;
- (b) Portage and Main Vision, slides and video (Perkins + Will 2017) – Appendix B;
- (c) Winnipeg City Crossing – Light Forest Feasibility Study (Janet Rosenberg 2007)– Appendix C;
- (d) 2018 Watermain Renewals – Stantec and the City of Winnipeg – Appendix D.

D3.2.1 Further to D3.2(b) and D3.2(c), the information should be received as background and support documents, rather than prescriptive guides.

#### **D4. PROJECT LIMITS**

- D4.1 The Project consists of the Work required to allow pedestrian at-grade street crossings of Portage Avenue, Portage Avenue East, and Main Street within the City Right-Of-Way (called "Portage and Main" or "The Project", throughout this document).
- D4.1.1 Further to D4.1, please review the Site Plan – Figure #18 available within the Portage and Main Transportation Study in Appendix A.
- D4.2 The Project will include:
- (a) Coordination with the adjacent work on private property currently approved (Richardson Centre plaza);
  - (b) Coordination with any adjacent work on private property that may arise as a result of the Portage and Main Project.
- D4.3 The Project will not include:**
- (a) Work on the underground concourse – Any work associated with the concourse membrane below the pavement and other engineering works associated with assessment, repairs and upgrades to the underground concourse will be managed separately through a parallel contract and does not form a part of the Project for the purposes of this Request for Proposal.

#### **D5. SCOPE OF SERVICES**

- D5.1 **The Services required under this Contract shall consist of the following:**
- (a) Creation of an **Urban Design Vision for Portage and Main** that provides design direction and unification of the four corners by using an urban design and placemaking approach to connect people, places and transportation; see – as outlined in D6;
  - (b) **Project Planning and Preliminary Design** for the introduction of at-grade pedestrian crossings at all four legs of Portage and Main, with a final report and drawings for all four crossings, including a recommended construction staging plan, schedule, and Class 3 estimates for each crossing phase (site) – as outlined in D7.
- D5.2 It is the City's intent, subject to the findings of the Preliminary Design report resulting from the Services herein, and Council's adoption of those findings, and/or that report, to proceed with construction to open the Portage Avenue East crossing as Phase 1.
- D5.3 **Construction Services for Phase 1, under separate contract as described in D14, consist of the following:**
- (a) Detailed Design, as outlined in F6;
  - (b) Contract Administration as outline in F7;
  - (c) Post Construction Services as outlined in F8.
- D5.4 Unless otherwise specified below, PART F - Definition of Professional Consultant Services – Engineering – Public Works, shall be applicable to the provision of Professional Engineering services for the Projects.
- D5.5 Within the Project phases in D7, 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.
- D5.6 Where applicable, the following shall apply to the Services:
- (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 Green Building Policy: New City-Owned Buildings and major additions  
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=5989>;
- (d) Universal Design Policy  
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=3604>;
- (e) City of Winnipeg's *Accessibility Design Standards* (2015);
- (f) *Tree Planting Details and Specifications Downtown Area and Regional Streets* (May 2009);
- (g) City of Winnipeg's *Tree Removal Guidelines*;
- (h) The current edition of The City of Winnipeg Standard Construction Specifications;
- (i) Current and best practices in pedestrian and cycling infrastructure design;
- (j) 2015 *Winnipeg Pedestrian and Cycling Strategies*.

D5.7 The following documents are to be considered, where applicable:

- (a) [OurWinnipeg](#) (adopted July 12, 2011);
- (b) [OurWinnipeg Complete Communities Direction Strategy](#) (adopted July 12, 2011);
- (c) [OurWinnipeg Sustainable Transportation Strategy](#) (adopted July 12, 2011);
- (d) [Winnipeg Transportation Master Plan](#) (adopted November 16, 2011);
- (e) Winnipeg Climate Change Action Plan (adoption pending).

D5.8 The Consultant 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 at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>.

D5.9 The Consultant will coordinate their activities with (including but not limited to):

- (a) All utilities, including but not limited to Manitoba Hydro, BellMTS, and Shaw Cablesystems;
- (b) City of Winnipeg (various departments, divisions, and branches), including but not limited to Public Works, Engineering, Parks, Traffic Signals, Traffic Services, Traffic Management, Transportation Planning; Transit Department; Planning Property & Development Department, Real Estate, Urban Design; Corporate Support Services Department, Insurance, Legal Services, and Materials Management; Water and Waste Department, Engineering, Land Drainage, Water Services, Wastewater Services.

## D6. URBAN DESIGN VISION

D6.1 The Consultant is responsible for:

- (a) in consultation with the Project Manager, confirming the scope of work using professional judgement;
- (b) a design framework that will bring about a new image for Portage and Main that recognizes its historical significance as an iconic destination;
- (c) proposing an improved pedestrian environment without pedestrian barriers that may include trees, pedestrian lighting, way-finding improvements and other streetscaping elements;
- (d) consulting with applicable Portage and Main building owners or their representatives for alignment of the overall vision and coordination with potential works on adjacent private property;
- (e) participating in a downtown stakeholders meeting to discuss the overall vision;
- (f) integrating the design of public rights-of-way with the planned redevelopment of the Richardson Plaza;

- (g) consulting with the Winnipeg Arts Council to explore the possibility of incorporating Public Art into any or all of the four corners;
- (h) reviewing the previous studies and proposals for Portage and Main (see D3.2), and providing recommendations for changes, improvements, or concurrences with respect to a design approach and transportation configuration;
- (i) consulting with the Project Manager and steering committee throughout the development of the vision as contemplated in the project schedule.

- D6.2 It should be assumed that the Bank of Montreal War Monument should remain in proximity to its current location.
- D6.3 Urban design vision may include conceptual modifications to existing buildings and properties to enhance private-public interface.
- D6.4 The Consultant shall develop 3D renderings of the vision for the four corners.
- D6.5 The Consultant should determine the geographic extents for the Urban Design Vision based on professional judgement. The geography may extend beyond what is implemented through Project Planning and Preliminary Design and may contemplate future phases of work beyond the scope of this Project.
- D6.6 Urban Design Vision should also outline any specific implementation actions by property owners and/or the City that are outside the scope of section D7.
- D6.7 Formal confirmation of the Urban Design Vision must be provided by the Project Steering Committee prior to proceeding to Project Planning and Preliminary Design.

## **D7. PROJECT PLANNING AND PRELIMINARY DESIGN**

- D7.1 Preliminary Design Services are defined in PART F - Definition of Professional Consulting Services – Engineering.
- D7.2 Further to D6, the Consultant is responsible for the implementation of the Urban Design Vision through to Project Planning and Preliminary Design.
- D7.3 The Consultant is responsible for:
- (a) in consultation with the Project Manager, confirming the scope of work using professional design and engineering judgement;
  - (b) verifying and building on the transportation impacts analysis from the Portage and Main Transportation Study (Appendix A), expanding it and tailoring it for the selected design, considering both direct and downstream impacts for all modes;
  - (c) renewing and re-grading the roadway as necessary;
  - (d) improving the pedestrian environment including pedestrian post-top lighting, and streetscaping;
  - (e) determining grade adjustments to existing plazas (where required);
  - (f) conducting field surveys;
  - (g) acquiring the historical and as-built drawings from within the Project limits, as well as applicable Concourse drawings, including any available from the properties at the four corners.
    - (i) Further to D7.3(g), includes researching any property requirements and/or agreements existing for the adjacent properties;
  - (h) meeting with applicable building owners at Portage and Main to ensure proper coordination as required throughout project for coordination of service tie-ins, construction access and building elevations;
  - (i) participating in a downtown stakeholders meeting to discuss construction impacts;

- (j) participating in technical and steering committee meetings with the Project Manager; providing reference documents as required;
- (k) determining extent of sewer televising required for Portage and Main;
- (l) reviewing and incorporating regulatory requirements into the project plan and schedule. Obtaining approvals from appropriate regulatory agencies as necessary;
- (m) initiating and/or coordinating designs, including but not limited to:
  - (i) Water and Waste Department – sewer televising, pipeline loading assessment as applicable, land drainage;
  - (ii) Shaw and BellMTS to determine extent of new connections and trunk lines including rough-ins for future expansions at Portage and Main;
  - (iii) Traffic Signals;
  - (iv) Manitoba Hydro – gas;
  - (v) Manitoba Hydro – distribution;
  - (vi) Manitoba Hydro – lighting – confirm tie-ins to connect new post-top lighting;
  - (vii) Adjacent properties.
- (n) developing options for construction staging that minimize disruption to the public (including transit operations); assumptions should be stated in the proposal;
  - (i) preparing staging drawings for the City’s website;
- (o) providing Project details and regular Project updates to the Accela right-of-way coordination system;
- (p) creating a detailed, phased plan for the Portage and Main barrier removals, with the assumption that the crossing from the Richardson Plaza to the Bank of Montreal (Portage Avenue East) would be implemented first;
  - (i) Further to D7.3(p), the Consultant is to proceed on the assumption that Portage Avenue East would be the first pedestrian crossing implemented, but is to advise the Project Manager of any risks or issues with this approach that may arise during the design phase;
- (q) providing recommendations for the phasing of construction on the remaining three crossings, including (but not limited to) staging of traffic and staging of utility work;
- (r) identifying potential impacts (locations and extents) on the Concourse membrane, and arranging assessment by the City as applicable;
- (s) developing a project risk management plan, including conducting a comprehensive risk assessment including appropriate mitigation recommendations, as they relate to successful completion of the project. Use the City of Winnipeg’s Project Management templates at: <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>;
- (t) 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;
- (u) providing comprehensive management of the Project(s). Monitor and maintain the same in a manner acceptable to the Project Manager. Provide written weekly updates to the Project Manager during design services. Status reports provided to the Project Manager, at a frequency determined by the Project Manager (no less than monthly) should include, but not be limited to:
  - (i) Progress on tasks since previous report;
  - (ii) Expected progress for the next period;
  - (iii) Project schedule update;
  - (iv) Project budget update; and
  - (v) Identify potential problems, risks and concerns;
- (v) providing separate, complete Class 3 estimates for each of the four crossing segments, using the City’s Basis of Estimate (BoE) template (at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm>).

- D7.4 Given that the City is targeting completion of construction of Phase I by the fall of 2019 (under the Future Services described in D5.2), and the Critical Stages provided in D12, the following should be assumed with respect to scheduling:
- (a) One week for any City review of draft materials;
  - (b) Eight weeks for Council approval of final design.
- D7.5 Preliminary Design Services shall be provided for all phases (all four crossings) of the project.

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

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

### **D9. SAFE WORK PLAN**

- D9.1 The Consultant shall provide the Project Manager with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>.

### **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 \$ 5,000,00.00 per claim and \$ 5,000,00.00 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 D8;
    - (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 16, 2018.

### **D12. CRITICAL STAGES**

- D12.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
  - (a) Draft submission of all deliverables per D6 and D7 by October 31, 2018;
  - (b) Final submission of all deliverables per D6 and D7 by December 21, 2018.

### **D13. INVOICES**

D13.1 Further to C10, the Consultant shall submit monthly invoices to the Project Manager.

D13.2 Invoices must clearly indicate:

- (a) the City's purchase order number;
- (b) project file number;
- (c) a breakdown of:
  - (i) Preliminary Design Fees;
  - (ii) Detailed Design Fees (if applicable);
  - (iii) Contract Administration Fees (if applicable) including hours and hourly rates for Services provided in the invoice period;
  - (iv) Post Construction Service Fees (if applicable) including hours and hourly rates for Services provided in the invoice period;
  - (v) Other Project costs and Subconsultant Fees in accordance with B8.6 shall be shown separately on monthly reports including the invoiced amount plus an allowed 5% handling fee. Copies of invoices must be attached;
- (d) the amount payable with GST and MRST (as applicable) shown as separate amounts;
- (e) the Consultant's GST registration number;
- (f) Allowable Disbursements, which shall be identified separately on each invoice.

D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13.4 Invoices must be submitted to the Project Manager at the Urban Planning & Urban Design Office, 15-30 Fort Street.

### **D14. POTENTIAL FUTURE CONTRACT FOR DETAILED DESIGN, CONTRACT ADMINISTRATION AND POST CONSTRUCTION SERVICES**

D14.1 The City of Winnipeg, in its sole discretion, may negotiate and enter into a contract with the Consultant to undertake the work associated with the Detailed Design, Contract Administration and Post Construction Services for the Project without a public bid solicitation as identified in B8.2. No compensation will be provided to the proponent for participating in this negotiation. The City will be under no obligation to initiate or enter into a subsequent contract and may choose to issue a public bid solicitation for the Work with respect to the Detailed Design, Contract Administration and Post Construction Services.



## PART E - SPECIFICATIONS

### E1. AS-BUILT DRAWING REQUIREMENTS FOR PUBLIC WORKS PROJECTS (2018)

E1.1 AS-BUILT drawings are required for all Public Works construction projects except for Regional Street Mill & Fill projects and TBO projects, unless specifically declined, in writing, by the Project Manager. AS-BUILT drawing submissions are required for ALL Regional Street renewals, Local Street reconstructions, and any addition to infrastructure inventory such as new streets, street widening's and/or realignments as well as new multi-use paths.

E1.1.1 Though drawings may not be required, please note the location of any new or relocated sidewalks, approaches, curb inlets, or bus stops, or any other modifications, on existing streets or intersection improvements in the final project report.

E1.2 Initial submission of AS-BUILT drawings must be received no later than three months after Substantial Performance.

E1.2.1 If Substantial Performance will not be granted prior to year-end, contact Public Works to establish drawing submission requirements (i.e. for snow clearing updates).

E1.3 The drawings are to contain the following information, and be in the format specified below.

E1.4 Drawings are to:

- (a) Be in the AutoCAD format and indicate the version used;
- (b) Be AS-BUILT with dimensions corrected in both TEXT and GRAPHICS;
- (c) Show pavement dimensions to the "back of curb" (edge of pavement);
- (d) Be produced in the NAD 83, UTM, ZONE 14, (Global co-ordinate system) *NOTE: aerial/assessment data is available at <https://data.winnipeg.ca/>;*
- (e) Indicate whether a scale factor was used, and if used the scale factor will be provided;
- (f) Show all bore holes and their UTM coordinates. Consultant to provide and submit separately (PDF format) an updated Pavement Core/Test Hole Location Plan with UTM coordinates and for each location update the soil log to show the actual pavement structure constructed next to the existing, previously reported soil log. The new pavement structure is to be accurately located vertically next to the existing soil log and the UTM coordinates are to be shown on the updated soil log.
- (g) Include, where applicable:
  - (i) Pavement cross-section(s);
  - (ii) Asphalt Supplier;
  - (iii) Concrete Supplier;
  - (iv) Geotextile used – type, manufacturer & supplier;
  - (v) Sub-drains used – type, manufacturer & supplier.

E1.5 Two (2) copies of the AutoCAD Digital Drawings and PDF copies shall be written to a compact disk (CD) or DVD. Both copies shall be clearly labelled identifying the Project number.

E1.6 As-built hard copy must be on Mylar paper and must have a signed engineer's seal.

E1.7 Original signed Mylar copy and the two (2) CD's shall be sent by mail or courier to:

Permits & Plan Approval – GIS Support Services  
City of Winnipeg  
Public Works Department  
106-1155 Pacific Avenue  
Winnipeg, MB R3E 3P1

In addition:

- (a) Included on the CD's will be a separate drawing in AutoCAD format with the following (8) basic layers (none of which are to include text) and a list describing additional layers used:

Layer Names:

- |                   |  |
|-------------------|--|
| 1) Street Surface | 5) Ramp Curb   |
| 2) Walk           | 6) Dimensions (to include all dimensions in the drawing) |
| 3) Alley          | 7) Drainage Inlets                                       |
| 4) Approach       | 8) Elevations (min. all hi & low points)                 |

## **PART F - DEFINITION OF PROFESSIONAL CONSULTANT SERVICES- ENGINEERING-PUBLIC WORKS**

The City of Winnipeg  
Revision: 2012-01-19

**\*NOTE 1:** PART F PERTAINS ONLY TO SERVICES DESCRIBED IN SECTIONS D7, AND D14.

**NOTE 2:** ALL REFERENCES, IN PART F, TO “ASSOCIATION TO PROFESSIONAL ENGINEERS AND GEOSCIENTISTS OF MANITOBA” AND “APEGM” SHALL BE ASSUMED TO REFER TO “ENGINEERS GEOSCIENTISTS MANITOBA” AND “EGM” RESPECTIVELY

### **F1. DEFINITIONS**

- F1.1 “Consulting Engineer” means the Professional Engineer or Professional Engineering firm engaged by the City to perform Consulting Engineering Services as described herein and within the Scope of Services of a Contract. The “Consulting Engineer” will hold and maintain, for the duration of the Project, a Certificate of Authorization from the Association of Professional Engineers and Geoscientists of Manitoba in the “Practicing Entity” category.
- F1.2 “Professional Engineer” means an individual engineer registered to practice in the Province of Manitoba by the Association of Professional Engineers and Geoscientists of Manitoba (APEGM), as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and the by-laws of the Association of Professional Engineers and Geoscientists of the Province of Manitoba.
- F1.3 “Professional Engineering” means the practice of professional engineering in the Province of Manitoba, as governed by the Engineering and Geoscientific Professions Act of the Province of Manitoba and the by-laws of the Association of Professional Engineers and Geoscientists of the Province of Manitoba (APEGM).
- F1.4 “Seal” means the impression of the stamp issued by APEGM to registered Professional Engineers, plus the signature of the registered Professional Engineer, plus the date the signature was applied.

### **F2. INTRODUCTION**

- F2.1 Further to the General Conditions for Consultant Services, it is the intent of this Part to clarify the City’s specific requirements of the consulting services of Professional Engineers; to more fully identify the services to be rendered by Consulting Engineers to the City and to other parties on behalf of the City; and to provide a more clearly determined basis of obligation in respect thereof by Consulting Engineers to the City and to third parties in the provision of such services.

### **F3. GENERAL REQUIREMENTS OF PROFESSIONAL ENGINEERS**

- F3.1 All services described herein shall be performed in the City of Winnipeg, unless otherwise authorized in writing by the Project Manager, and under the direct supervision of a Professional Engineer registered in the Province of Manitoba.
- F3.2 All drawings, reports, recommendations and other documents originating therefrom involving the practice of Professional Engineering shall bear the Seal of a Professional Engineer.
- F3.3 Reports and documents not involving the practice of Professional Engineering, such as letters of information, minutes of meetings, construction progress reports, may be originated and signed by other responsible personnel engaged by the Consulting Engineer and accepted by the Project Manager. Progress estimates, completion certificates and other reports related to the technical aspects of a Project, must be endorsed by the Consulting Engineer in a manner acceptable to the Project Manager.
- F3.4 None of the services, tasks, actions or requirements described herein, nor any verbal instruction from the Project Manager, are intended to relieve the construction contractor of his contractual

and/or other legal obligations in respect thereof, unless specifically indicated, in writing, by the Project Manager.

#### **F4. PROFESSIONAL ENGINEERING SERVICES – ADVISORY SERVICES**

- F4.1 Advisory services have been referred to by the City of Winnipeg as “Type 1 Services”
- F4.2 Advisory services are normally not associated with or followed by preliminary design and/or design services.
- F4.3 Advisory services include, but are not limited to:
- F4.4 Expert Testimony;
- (a) Appraisals;
  - (b) Valuations;
  - (c) Rate structure and tariff studies;
  - (d) Management services other than construction management;
  - (e) Feasibility studies;
  - (f) Planning studies;
  - (g) Surveying and mapping;
  - (h) Geotechnical investigations;
  - (i) Hydrological investigations;
  - (j) Safety audits;
  - (k) Value engineering audits;
  - (l) Inspection, testing, research, studies, or reports concerning the collection, analysis, evaluation; and
  - (m) Interpretation of data and information leading to conclusions and recommendations based upon specialized engineering experience and knowledge.

#### **F5. PROFESSIONAL ENGINEERING SERVICES – PRELIMINARY DESIGN**

- F5.1 Preliminary Design services have been referred to by the City of Winnipeg as “Type 2 Services”
- F5.2 Engineering services for preliminary design normally precede the detailed design of a Project.
- F5.3 Preliminary design services include, but are not limited to:
- (a) Preliminary engineering studies;
  - (b) Engineering investigations;
  - (c) Surface and subsurface site explorations, measurements, investigations, and surveys;
  - (d) Operational studies including drainage studies, traffic studies, and noise attenuation;
  - (e) Functional planning;
  - (f) Formal and/or informal consultations with stakeholders and/or the general public
  - (g) Physical, economical (capital and operating) and environmental studies including evaluation, comparison, and recommendation regarding alternative preliminary designs;
  - (h) Special applications to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto and appearance before same in support of the application;
  - (i) Identification of the necessary authorizations from regulatory authorities and/or public agencies and determination of any related impacts and/or risks to the Project;

- (j) Coordination with all the utilities including (but not limited to) hydro, telephone, gas, telecoms, fibre optics, traffic signals and other City or developer works with respect to location, relocation, construction and/or reconstruction;
- (k) Preparation and submission of a report and appropriate drawings to the Project Manager, fully documenting data gathered, explaining adequately the assessment made, stating with clarity the resulting conclusions, and containing all recommendations which are relevant to this stage of Project implementation.

## **F6. PROFESSIONAL ENGINEERING SERVICES – DETAILED DESIGN**

- F6.1 Detailed Design services have been referred to by the City of Winnipeg as “Type 3 Services”
- F6.2 Engineering services for detailed design normally involve preparation of detailed designs, construction contract specifications and drawings, analysis of bids and recommendations regarding construction contract award.
- F6.3 Detailed design services include, but are not limited to:
- F6.4 Addressing alternative methods of accommodating; relocating; avoiding, and/or protecting utilities and railways; proposing alternative methods of solution, reviewing same with the appropriate regulatory approval agencies and stakeholders;
- F6.5 Application to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto, and appearance before same in support of the application;
- F6.6 Formal and/or informal consultations with stakeholders and/or the general public;
- F6.7 Preparation and submission of detailed engineering calculations, drawings, and criteria employed in the design(s), securing review of and acceptance by the Project Manager;
- F6.8 Submission of engineering drawings and plans for circulation through the Underground Structures process;
- F6.9 Preparation of detailed engineering drawings, specifications and bid opportunity documents consistent with the standards and guidelines of the City, securing review of and acceptance by the Project Manager;
- F6.10 Preparation and provision to the Project Manager in written form, a fully detailed formal construction contract estimate;
- F6.11 Provision of appropriate response to bidders and advice to the Project Manager during the bid opportunity advertising period and, subject to acceptance by the Project Manager, issuing addenda to the bid opportunity documents;
- F6.12 Submission of a review, analysis, comparison, tabulation, calculation, and evaluation of the bids received, to the Project Manager, including a recommendation for construction contract award;
- F6.13 Arranging and attending a pre-award meeting with the recommended construction contractor, the Consulting Engineer and the Project Manager;
- F6.14 Preparation of a report including revised contract estimate, identifying and explaining variations from the earlier formal estimate.

## **F7. PROFESSIONAL ENGINEERING SERVICES – CONTRACT ADMINISTRATION**

- F7.1 Contract Administration services have been referred to by the City of Winnipeg as “Type 4 Services”
- F7.2 Engineering services for Contract Administration are associated with the construction of a Project and include the office and field services required to ensure the execution of the Project

in accordance with the intent of the City and in conformance with the particulars of the drawings and specifications.

F7.3 Engineering services for Contract Administration can be generally divided into NON-RESIDENT and RESIDENT services.

F7.4 NON-RESIDENT Contract Administration services include but are not limited to:

- (a) Consultation with and advice to the Project Manager during the course of construction;
- (b) Review and acceptance of shop drawings and other submissions supplied by the construction contractor or supplier to ensure conformance with the drawings and specifications;
- (c) Review and report to the Project Manager upon laboratory, shop and other tests conducted upon materials and/or equipment placed or installed by the construction contractor to ensure conformance with the drawings and specifications;
- (d) Acceptance of and/or recommendations for alternate materials and methods, subject to the approval of the Project Manager;
- (e) Provision to the Project Manager of a complete, current monthly Project status report;
- (f) Provision to the Project Manager a current update of revised construction contract-end cost estimate on a monthly basis, or more frequently if necessary, with explanation and justification of any significant variation from the preceding construction contract-end cost projection;
- (g) Definition and justification of any changes to the construction contract for review by the Project Manager;
- (h) Supplying the Project Manager with a copy of all significant correspondence relating directly or indirectly to the Project, originating from or distributed to, parties external to the Consulting Engineer, immediately following receipt or dispatch;
- (i) Provision of adequate and timely direction of field personnel by senior officers of the Consulting Engineer;
- (j) Establishment prior to construction and submission to the Project Manager of written and photographic records of, and assessment of the physical condition of the project site and the properties, buildings, facilities, and structures adjacent to the project site sufficient to equip the Consulting Engineer to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages thereto arising from the Project;
- (k) Arranging and attending pre-construction meetings and on-site or off-site review meetings, including representatives of the construction contractor, the Project Manager, and other technical stakeholders as applicable;
- (l) The preparation and submission of:
  - (i) a detailed design notes package including items such as structural, geotechnical, hydraulic and heating, air-conditioning and ventilation design calculations; mechanical and electrical design calculations related to process equipment and building services; process design calculations; and instrumentation and process control design calculations;
  - (ii) approved related shop drawings and equipment process manuals all within one (1) month of completion of each separate installation construction contract required to complete the works.

F7.5 RESIDENT Contract Administration services include but are not limited to:

- (a) Provision of qualified resident personnel – acceptable to the Project Manager – present at the Project site to carry out the services as specified below:
  - (i) inspection of all pipe prior to installation;

- (ii) inspection and acceptance of excavation for, and full time inspection at the time of bedding placement, pipe laying and backfilling in respect of installation of watermains, land drainage sewers, and wastewater sewers;
  - (iii) inspection of installation of all connections to watermains, sewers, manholes, valves, hydrants or house services, and excavation and/or exposing of all underground services, structures, or facilities;
  - (iv) inspection of all excavations to determine soil adequacy prior to installation of base and subbase courses for sidewalks, public back lanes, and street pavements;
- (b) Further to 7.5(a), full time inspection will require assignment of qualified resident personnel – acceptable to the Project Manager – to each specific location when the referenced work is being undertaken by the construction contractor:
  - (i) full time inspection and/or testing of watermains and sewers;
  - (ii) full-time inspection during pavement placement; during finishing of public sidewalks and public lanes and/or street pavements
  - (iii) full-time inspection during construction of bridge infrastructure and other structural works.
- (c) Conduct detailed inspection of construction sufficient to ensure that the construction carried out by the construction contractor conforms to the drawings and specifications;
- (d) Co-ordination and staging of all other works on the Project site including traffic signal installations, hydro, telephone, and gas utility work, railway work forces and/or other City or developer work;
- (e) With approval of the Project Manager, provision of notice to adjacent residents and businesses of those stages of construction of the Project that will interrupt public services or access thereto, sufficiently in advance of same to permit preparation therefore;
- (f) Enforcement of construction contractor conformance with the City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City Streets and with reasonable standards of safety for motorists and pedestrians;
- (g) Provision of reference line and elevation to the construction contractor and checking upon the construction contractor's adherence thereto;
- (h) Representation of the City to the local residents and businesses and other inquiries in a professional manner, with responsible and prompt reaction to requests, minimizing impact and/or disruption of the Project to the extent possible;
- (i) Arranging for and carrying out of testing of materials utilized by the construction contractor to ensure conformance with the drawings and specifications;
- (j) Measurement, calculation, preparation, certification, and prompt submission of progress estimates to the Project Manager for payment to the construction contractor for construction performed in accordance with the drawings and specifications;
- (k) Arrange, attend and prepare and distribute records of and minutes for, regularly held on-site or offsite Project review meetings including representatives of the construction contractor and the City;
- (l) Promptly report any significant and unusual circumstances to the Project Manager;
- (m) Promptly arrange for and conduct a detailed final inspection of the Project with the construction contractor and the Project Manager prior to commencement of the period of contractor warranty specified in the construction contract for the Project, and providing to the Project Manager in written form an appropriate recommendation for commencement of the warranty period for the constructed or partially constructed Project;
- (n) Act as Payment Certifier and administer all construction contracts as required under the Builder's Liens Act of Manitoba;
- (o) Keep a continuous record of working days and days lost due to inclement weather during the course of construction contract works;

## **F8. PROFESSIONAL ENGINEERING SERVICES – POST CONSTRUCTION SERVICES**

- F8.1 Engineering Services in the post-construction phase of a Project are associated with the completion and close-out of the Project and generally considered part of Contract Administration (Type 4) Services.
- F8.2 The Consulting Engineer is required to provide post-construction services including but not limited to:
- (a) Preparation of a Certificate of Substantial Performance in the standard City of Winnipeg format
  - (b) Preparation of a Certificate of Total Performance in the standard City of Winnipeg format
  - (c) Provision of inspection services during the warranty period of the construction contract;
  - (d) Provision of inspection services for maintenance (paid) items within the warranty period of the construction contract;
  - (e) Coordination of a detailed inspection of the Project with the construction contractor and the Project Manager prior to the end of the period of construction contract warranty specified in the construction contract for the Project;
  - (f) Prompt resolution of:
    - (i) deficiencies in design
    - (ii) outstanding construction contract warranty issues
  - (g) Submission of a final construction report within three (3) months of the Substantial Performance date of the construction contract, including final or projected final construction contract costs;
  - (h) Provision of record drawings, within three (3) months of Substantial Performance date;
  - (i) Preparation of a Certificate of Acceptance in the standard City of Winnipeg format.

## **F9. PROFESSIONAL ENGINEERING SERVICES – ADDITIONAL SERVICES**

- F9.1 Additional Services have been referred to by the City of Winnipeg as “Type 5 Services”
- F9.2 Additional services are Consulting Engineering services that fall outside those described above and may or may not be associated with a construction project, but are not in place of or in substitution for those services elsewhere specified in the Definition of Professional Consultant Services – Engineering, with respect to other types or categories of Services.
- F9.3 Engineering Services called Additional Services include but are not limited to:
- (a) Revision of completed, or substantially completed, drawings and/or specifications that were in conformance with the original intent of the City or had been accepted by the Project Manager;
  - (b) Preparation of operating manuals and/or training of operating personnel;
  - (c) Start-up and/or operation of operating plants;
  - (d) Procurement of materials and equipment for the City;
  - (e) Preparation for and appearance in litigation on behalf of the City;
  - (f) Preparation of environmental studies and reports and presentation thereof in public hearings;
  - (g) Preparation and submission to the Project Manager, final quantities and dimensional measurements which the City requires for assessment of Local Improvement Levies within one (1) month of Project completion.