



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 8-2018

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
THE 2018 WALK BIKE PROJECT: STUDY AND DESIGN FOR PRINCESS ST –
HIGGINS AVE TO WILLIAM AVE**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE 2018 WALK BIKE PROJECT: STUDY AND DESIGN FOR PRINCESS ST – HIGGINS AVE TO WILLIAM AVE

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 22, 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 shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B5. ADDENDA

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

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

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

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

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

B6. PROPOSAL SUBMISSION

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

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

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

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
- (c) Project Understanding and Methodology (Section E) in accordance with B11; and
- (d) Project Schedule (Section F) in accordance with B12.

B6.3 Further to B6.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B6.4 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 tables, charts, drawings and schedule, and five (5) bound 8.5" x 11" copies (tables, charts, drawings and schedule in copies only may be 11" x 17" folded to a 8.5" x 11" size) for sections identified in B6.1 and B6.2.

B6.6 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.

- B6.6.1 Further to B6.6, the Proposal shall be no more than 25 pages, exclusive of the required forms, cover page, table of contents, tables, charts, drawings and schedule. Failure to adhere to the page limitation may render the Proposal non-responsive.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B6.8 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.
- B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B6.11 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 all disciplines and/or phases identified in D4 Scope of Services, filling out Form P: Person Hours, summarizing all applicable Fees. At a minimum this should include the total Fees for all disciplines including:

- (a) Project Planning;
- (b) Stakeholder Engagement and Communications; and
- (c) Functional/Preliminary Design.

B8.2 The City, at its discretion, may negotiate fees for Detailed Design, Contract Administration and Post Construction Services with successful Proponent when the Preliminary Design phase is near complete. This scope change would be subject to a satisfactory offer and approval of the Award Authority.

B8.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B8.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B8.4 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B8.5 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any site investigation (geotechnical) services, materials testing, Underground Structures acquisitions, public/stakeholder engagement in-person event logistics, translation, required Hydro-Vac to expose utilities, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation. No other disbursements will be permitted.

B8.6 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.

B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B9.1 Proposals should include details demonstrating the history and experience of both the Proponent and its Subconsultants, where three projects should be submitted for the Proponent and each Subconsultant in providing programming; planning and design, management of the project and stakeholder engagement services on projects of similar complexity, scope and value.

- (a) This should include working within a complex urban environment such as Winnipeg's Exchange.

B9.2 For each project listed in B9.1, the Proponent and any of its Subconsultants 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) description of how public feedback was integrated into the decision-making process;
- (f) project owner;
- (g) reference information (two current names with telephone numbers per project);
 - (i) Other sources not named in references may be contacted to verify the work.

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 Roles of each of the Key Personnel in the Project should be identified in an organizational chart for the Project. Identify the lead person for each discipline or work unit, as well as the person responsible for Quality Control/Quality Assurance.

B10.2 Key Personnel of the Project should include:

- (a) A project manager;
- (b) A bicycle facilities design expert with extensive experience in the successful design of complex bicycle facilities including those in downtown areas;
- (c) A stakeholder engagement expert, who should be the discipline lead, whose regular duties include engaging the public on complex and high risk projects, with transportation projects being preferred.

B10.3 Proposals should include, in tabular form:

- (a) Names of Key Personnel assigned to the Project, who shall not be substituted without written permission from the Project Manager;
 - (i) Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1
 - (ii) Any professional whose charge out rate equals or exceeds one hundred dollars per hour should also be considered Key Personnel.
 - (iii) The Key Personnel experts' roles throughout the project should be demonstrated so that there is a clear understanding of how the experts will be used throughout the project. The bicycle facilities design expert will sign off on all drawings that are provided to the City.
 - (iv) Substitutes or back-up personnel should not be listed in the proposal.
- (b) The experience and qualifications of the Key Personnel assigned to the Project, for projects of similar complexity, scope and value, is to include: job title, educational background and degrees, professional affiliation, years of experience on projects administered for the City of Winnipeg, years of experience in current position, and years of experience in planning and design.
- (c) The percentage of their average weekly available time to be dedicated to this Project, which considers their overall workload on other projects internal and external to the City of Winnipeg. This is to provide an understanding of the overall available time for the Project with respect to overall workload on other projects.

B10.4 For each person identified in B10.3(a), list at least two projects comparable in complexity, scope and value, in which the person listed did comparable work and played a comparable role proposed for this Project. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Year(s) project took place.

B10.5 Effective January 1, 2018, the City reserves the right to stipulate that any projects that include Public Engagement work will require that all Public Engagement work be performed by a public engagement professional who has completed the Foundations in Public Participation offered by IAP2.

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B11.1 Methodology should be presented in accordance with the Scope of Services identified in D4.

B11.2 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements, including any innovation to be used to perform the Scope of Services identified;
- (b) the team's understanding of the urban design issues;
- (c) the team's understanding of bicycle and pedestrian planning and facility design issues;
- (d) the team's understanding of the stakeholder engagement requirements, including how it integrates into the planning and decision-making process;
- (e) all activities and services to be provided by the City;
- (f) the deliverables of the project;
- (g) the City's Project methodology with respect to the information provided within this RFP;
- (h) the proposed Project budget; and
- (i) any other issue that conveys your team's understanding of the Project requirements.

B11.3 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.

B11.3.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.

B11.3.2 The Personnel on Form P: Person Hours should match those listed in B10.

B11.3.3 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.3.

B11.4 Describe the methods of quality assurance and controls to monitor and complete the assignment within budget, on time, ensuring that the City receives a quality project that meets expectations. As a minimum, monthly reports, in a format acceptable to the City, should be submitted with all invoices. These reports should clearly identify any current or anticipated budget or scheduling issues. All monthly reports should include a list of each person charging time to the Project and the percentage of those people's efforts relative to the current monthly statement and overall project to date.

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 phases of the Project. Reasonable times should be allowed for completion of these processes.

- (a) It is expected that stakeholder engagement materials used for the project will need to be submitted for review and approval before providing to the public:
 - (i) All relevant materials will need to be posted online 2 weeks prior to an in-person event;
 - (ii) The anticipated review period for materials will be 4 weeks.

- (b) The schedule shall demonstrate total completion by November 2018.

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 Canada Group Limited (formerly MMM Group Limited);
- (b) AECOM Canada Ltd.;
- (c) Urban Systems Ltd.

B14. QUALIFICATION

B14.1 The Proponent shall:

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

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

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

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

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

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

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

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent 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/matmgf/>

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 12 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 12 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, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B14: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultant; (Section C) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
- (f) Project Understanding and Methodology (Section E) 20%
- (g) Project Schedule. (Section F) 5%

B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B20.5 Further to (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 B9.

B20.6 Further to (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 B10

- B20.7 Further to (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 B11.
- 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 B12.
- B20.9 Notwithstanding (d) to (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 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B21.4 The City may, at its discretion, award the Contract in phases.
- B21.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B21.5.1 The Contract documents as defined in C1.1(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.
- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B21.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B21.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The General Conditions for Consultant Services (Revision 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.
- 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:

Tiffany Skomro

Project Coordinator – Transportation Division

Telephone No. 204 770-6583

Email Address: tskomro@winnipeg.ca

D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D2.3 Proposal Submissions must be submitted to the address in B6.

D3. BACKGROUND

D3.1 In November 2011, City of Winnipeg Council approved the Transportation Master Plan (TMP), which outlines Key Strategic Goals that provide the underlying principles for the development of these projects.

D3.2 On July 15, 2015 City of Winnipeg Council approved the Pedestrian and Cycling Strategies (PCS), which provide a vision and roadmap for the future of walking and cycling in Winnipeg. The process and associated results of the work to be performed for the projects within this Bid Opportunity must meet the Vision and Goals set forth in the PCS. The PCS are available at <http://walkbike.winnipeg.ca>

D3.3 On December 13, 2017 City of Winnipeg Council approved the 2018 Pedestrian and Cycling Action Plan that authorizes the Public Service to proceed with the project described in this Bid Opportunity.

D3.4 The 2017 Preliminary Capital Budget recommended by the Public Service and adopted by City Council included works on Princess SB – William to Donald. A protected bike lane will be constructed on Princess Ave from William to Donald in 2018/2019. Additional information can also be found at www.winnipeg.ca/walkbikeprojects

(a) The project identified in this RFP will be a continuation of this work, designing the uni-directional protected bike lane on the east side of Princess.

(b) The design for the lane being constructed is in Appendix B.

D3.5 In August 2017 the City of Winnipeg started a pilot of adjustable bike lane curbs. The trial includes testing installation methods, monitoring maintenance including snow clearing and spring clean-up, and comfort level of users. More information can be found at <http://winnipeg.ca/publicworks/pedestriansCycling/walkbikeprojects/adjustableBikeLaneCurbs.shtm>

D3.6 The goal of this project is to balance the needs of stakeholders and transportation system users to improve travel choices, accessibility and connectivity to the Exchange District and Downtown, and Red River College. The facility should allow people of all ages and abilities to

safely walk or bike along the corridor, and start and end at logical and safe locations such that new gaps in the network are not created.

- D3.7 A Key Direction of the PCS is to develop local bicycle networks for each neighbourhood that connect to the spine network and to the Downtown.
- (a) PCS Map 4.6 shows Princess St to be a high priority local connector.
- D3.8 Princess St is a one-way regional couplet with King St. Currently a painted bike facility exists on Princess St from Alexander Ave to McDermot Ave. These streets have an abundance of on-street parking, loading and disabled parking that is important to businesses and residents. There are also bus stops between Rupert Ave and William Ave. Land use varies broadly along the route, and includes residential, business and community properties.
- D3.9 The Princess St facility will need to connect to the Neighbourhood Greenway on Alexander Ave.
- D3.10 A Preliminary Study and Design (class 3 estimate) is to be developed that considers the feedback of stakeholders along the route. This will set the foundation for effective progression of future design and construction of the facility.

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of Professional Consulting Services in accordance with the following:
- (a) Project Planning as outlined in D5;
- (b) Functional/Preliminary Design as outlined in D6; and
- (c) Stakeholder Engagement as outlined in D7.
- D4.2 Where applicable, designs must reference and address the following:
- (a) Appropriate geometric and transportation standards and guidelines set by the Transportation Association of Canada (TAC);
- (b) City of Winnipeg's *Transportation Standards Manual* (Draft 2012)
<http://citynet/PW/Transportation/TransportationFacilitiesPlanning/TransportationStandardsManual-FinalDraft-2013.pdf>
- (c) City of Winnipeg's *Accessibility Design Standards*(May 2015)
http://winnipeg.ca/ppd/Universal_Design.stm
- (d) City of Winnipeg's *Universal Design Policy*
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=3604>
- (e) City of Winnipeg's *Tree Planting Details and Specifications Downtown Area and Regional Streets* (May 2009);
- (f) City of Winnipeg's *Tree Removal Guidelines*;
- (g) City of Winnipeg's *Pedestrian and Cycling Strategies*;
- (h) The current edition of The City of Winnipeg Standard Construction Specifications;
- (i) Current and best practices in pedestrian and cycling infrastructure design.
- D4.3 The potential for future contracts, for Detailed Design, Contract Administration and Post Construction Services.
- (a) Asset Management – Project Management Manual (2015)
<http://www.winnipeg.ca/finance/pdfs/ipd/manuals/ProjectManagementManual.pdf>

D5. PROJECT PLANNING

- D5.1 Confirm the Scope of Work and extents of the Study Area required using professional engineering judgement.

- D5.2 The 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 at <http://winnipeg.ca/finance/infrastructureplanning/camp.stm#3>, and templates at <http://winnipeg.ca/finance/infrastructureplanning/camp.stm#4>
- D5.3 Prepare a Project Schedule for the entire project, broken down to an acceptable, measurable level and provide comprehensive management of the project. Monitor and maintain the same in a manner acceptable to the City, which should be submitted monthly and not be tied to invoicing. Monthly status reports provided to the Project Manager should include but not be limited to;
- (a) Progress on tasks since previous reports;
 - (b) Planned accomplishments for next period;
 - (c) Project schedule update;
 - (d) Project budget update;
 - (e) Identify potential problems, risks, concerns, etc. for the project, which will include a risk register;
 - (f) Fee invoices that include a list of each person charging time to the Project and the percentage of those people's efforts relative to the current monthly statement and overall project to date.
- D5.4 Develop a series of goals and performance measures consistent with City of Winnipeg policies and planning documents to guide the design process:
- (a) Confirm the project objectives and define the design intent.
 - (b) Review adjacent land use as required to ensure that the bike corridor is compatible with the neighbouring land uses.
- D5.5 Perform a transportation facilities needs assessment for each mode of transportation:
- (a) Perform a pedestrian facilities needs assessment:
 - (i) Identify transit stops locations, conditions, amenities, and identify possibilities for improvement.
 - (ii) Identify possibilities for pedestrian environment improvements, such as:
 - ◆ Provision for wider sidewalks, possible encroachment opportunities, lighting requirements, conformance to CPTED (Crime Prevention Through Environmental Design) principles, accessibility issues, shared spaces, pedestrian rest areas, etc.
 - (iii) Identify locations for new, modifications to, or upgrades to existing crossing controls where warranted.
 - ◆ Assess warrant and safety of crossings following TAC (Transportation Association of Canada) Pedestrian Crossing Control Guide for crossings.
 - (b) Perform a vehicular needs assessment:
 - (i) Review required routes for delivery and service trucks to accommodate the functional geometric design process.
 - (ii) Review and identify existing loading and parking restrictions and provide recommendations for modifications, considering the implications for disabled parking and loading.
 - ◆ Provide recommendations for required parking utilization studies as required to support design decisions.
 - (iii) Provide recommendations for the required lane widths and lane types.
 - (iv) Gain a technical understanding of the traffic requirements to understand the implications and opportunities for integrated all modes of transportation.

- (v) Provide a traffic review to quantify changes in peak period performance relative to existing conditions if required by any proposed changes at signalized intersections with Regional Streets.
 - (vi) Identify any geometric deficiencies with existing roadways.
 - (c) Perform a cycling facilities needs assessment:
 - (i) Identify connectivity requirements to the cycling network.
 - (ii) Confirm routes and facility types.
 - (iii) Consider adjacent streets for routing if necessary.
 - (iv) Identify locations for crossing control upgrades where warranted.
 - (v) Identify needs for bicycle parking.
 - (d) Active & Safe Routes to School best practices shall be considered in pedestrian and cycling planning and design.
- D5.6 Consult with the Water & Waste Department (WWD) to identify short term and long-term system improvements.
- D5.7 Acquire and review related reports and historical information, where available, within the Project limits and review as related to this Project.
 - (a) Acquire and review the historical and as-built drawings within Project limits from Underground Structures.
- D5.8 Identify high risk utilities and provide recommendations for further studies required to aid in accommodating those utilities during the detailed design and construction phases.
- D5.9 Coordinate with all internal and external stakeholders.
 - (a) Confirm proposed pedestrian and cycling facility widths, geometry, and features with City of Winnipeg's Transportation Division in the Public Works Department.
 - (b) Coordinate relevant intersection designs with the City of Winnipeg Traffic Signals Branch.
- D5.10 Right-of-way Planning:
 - (a) Prepare conceptual cross sections that will facilitate discussion with stakeholders that show the existing and proposed cross sections, and shall include all required elements and dimensions.
 - (b) Prepare overall large scale plans of the area that summarizes possible transportation facility improvements, infrastructure improvements or required treatments to facilitate discussions with stakeholders.

D6. FUNCTIONAL/PRELIMINARY DESIGN

- D6.1 A Functional Design and class 4 cost estimate will be needed for permanent facilities. A Preliminary Design and class 3 cost estimate will be needed for adjustable protected bike facilities.
- D6.2 The development of a concept should be based on the design being constructed on Princess St: William Ave to Notre Dame Ave. The Consultant should confirm and adjust/refine the concept as necessary, and develop new options, where applicable, through the design process.
 - (a) The development of the design will be the result of the compilation of the technical work that will visually present the optimal design to allow for effective communications with stakeholders and to set the foundation for effective progression of the design. The development of the design will include all necessary efforts to mitigate potential risks in project progression, supporting the success of future phases of the project.
 - (b) While it is anticipated that the bike facility upgrades would be implemented in conjunction with street renewal programs over the course of several construction seasons, the scope of work also includes using short-term Adjustable Protected Bike Lanes. Further information

on Adjustable Protected Bike Lanes:

<http://winnipeg.ca/publicworks/pedestriansCycling/walkbikeprojects/westAlexander-EastExchangeCorridor.stm>

- (c) Adjustable Protected Bike Lanes are bike lanes that are physically separated from lanes of traffic and pedestrian facilities using a variety of options. The layout and installation can be easily modified based on actual performance and on-going public engagement. The implementation can be done reasonably quickly and is cost effective.

D6.3 Preliminary Design Services associated with the Contract are described in Appendix A – Definition of Professional Consultant Services – Engineering with the following exclusions:

- (a) Subsurface site explorations.

D6.4 Deliverables shall include:

- (a) Geometric design criteria submitted at the outset of the project.
- (b) Technical briefing memo for the project that quantifies all implications associated with the bicycle facility upgrades, and includes a stakeholder engagement summary.
- (c) Plan View and Cross-Sectional drawings depicting the design in a presentable manner for the public to easily interpret. The plan shall be drawn with technical accuracy.
- (d) Details and relevant information for all required geometric improvements and/or new facilities for the permanent design.
- (e) Preliminary design drawings for the adjustable facility that includes:
 - (i) Existing curbs lines, buildings, transit facilities, utilities, trees/planters, property lines, and other existing features.
 - (ii) Existing and proposed parking and loading areas.
 - (iii) Plan view and profiles prepared to a 30% complete level of a detailed design.
 - (iv) All pavement markings and signage in accordance with the City's Standards and Practices.
 - (v) All traffic signal modifications.
 - (vi) Any property requirements or easements necessary for the adjustable facility.
 - (vii) Proposed transit facilities and relocations.
- (f) Functional design drawings for the permanent facility that includes:
 - (i) Existing curbs lines, buildings, transit facilities, utilities, trees/planters, property lines, and other existing features.
 - (ii) Existing and proposed parking and loading areas.
 - (iii) Plan view prepared to a 30% complete level of a detailed design.
 - (iv) Facility streetscaping and landscaping.
 - (v) All traffic signal modifications.
 - (vi) Any property requirements or easements necessary for the permanent facility.
 - (vii) Proposed transit facilities and relocations.
- (g) Class 4 Cost Estimates for a permanent design, and 3 Cost Estimates for an adjustable design, using the City's BOE templates.
- (h) Traffic Study results.
- (i) Loading and Parking assessment.

D7. STAKEHOLDER ENGAGEMENT AND COMMUNICATIONS

D7.1 Stakeholder engagement is an integral part of the project, which will allow better decisions to be made, incorporating the interests and concerns of affected stakeholders, while meeting the needs of the City. This will provide greater transparency in the decision-making process and provide for a more sustainable solution. The purpose of the stakeholder engagement process is

to ensure that the facility incorporates stakeholders' interests and brings awareness of the project.

- D7.2 As the design will be based on the facility being built on the continuing section of Princess St, stakeholder engagement will be limited to:
- (a) Identifying and preparing a list, meeting with and establishing relationships with key stakeholders, including but not limited to: adjacent property owners and tenants/businesses, Exchange District BIZ, Downtown Winnipeg BIZ, CentreVenture, and Red River College.
 - (b) Drafting web content to post project information on the City's website, including a project background, timeline, study map, the design, applicable updates, and collecting general feedback on the design (i.e. a comment form).
 - (c) Coordinating all stakeholder mailings, including compiling and coordinating mailing and distribution lists. This includes keeping an email list that can be used to send project updates.
 - (d) Receiving feedback from stakeholders on the design.
 - (e) Ensuring communications with stakeholders are monitored and responses are provided in a timely manner. Keeping a detailed log of all stakeholder interactions.
 - (f) Producing an engagement report that includes how feedback was considered and incorporated where possible, and summary infographic that will be posted online.
- D7.3 The City will cover expenses for public engagement activities including, for example, venue rental charges, equipment rental, catering for snacks and refreshments, translation, printing, postage, courier, newspaper advertising, photocopying, etc. subject to prior approval of costs by the Project Manager. Wherever possible, City facilities will be used to host public events.

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. INSURANCE

- D9.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D9.2 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 \$ 250,000 per claim and \$ 500,000 in the aggregate.
- D9.2.1 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.
- D9.3 The policies required in (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.
- D9.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under (a) and D9.2(c).
- D9.5 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 D9.8.
- D9.6 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.
- D9.7 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.
- D9.8 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

D10. COMMENCEMENT

- D10.1 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.
- D10.2 The Consultant shall not commence any Services until:
 - (a) the Project Manager has confirmed receipt and approval of:
 - evidence of authority to carry on business specified in D8;
 - evidence of the insurance specified in D9;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D10.3 The City intends to award this Contract by April 19, 2018.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
 - (b) any Work within City facilities other than:
 - an underground structure such as a manhole;
 - in areas and at times normally open to the public;
 - (c) communicating with residents and homeowners in person or by telephone;
- E1.1.1 Each Individual shall be required to obtain a Police Information Check from the police service having jurisdiction at his/her place of residence. Or
- (a) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home> .
- E1.2 The following is a link to information for obtaining the Police Information Check from the City of Winnipeg Police Service. <http://winnipeg.ca/police/pr/PIC.stm>
- E1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm>
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- E1.2.2 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Project Manager.
- E1.3 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Project Manager with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- E1.4 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in E1.1.
- E1.5 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work specified in E1.1.

APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES - ENGINEERING

APPENDIX B – DESIGN FOR PRINCESS ST: WILLIAM AVE TO NOTRE DAME AVE