



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 516-2015**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR  
DOWNTOWN PROTECTED BIKE LANE SYSTEM (FORT/GARRY PRELIMINARY  
NEIGHBOURHOOD CONSULTATION), FORKS TO ASSINIBOINE BICYCLE CONNECTION,  
MCDERMOT NEIGHBOURHOOD GREENWAY AND THE NORTHWEST HYDRO CORRIDOR  
PATHWAY**

**Proposals shall be submitted to:**

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

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
------------------	---

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Proposal Submission	2
B7. Proposal (Section A)	3
B8. Fees (Section B)	4
B9. Experience of Proponent and Subconsultants (Section C)	5
B10. Experience of Key Personnel Assigned to the Project (Section D)	6
B11. Project Understanding and Methodology (Section E)	6
B12. Project Schedule (Section F)	7
B13. Qualification	8
B14. Opening of Proposals and Release of Information	8
B15. Irrevocable Offer	9
B16. Withdrawal of Offers	9
B17. Interviews	9
B18. Negotiations	10
B19. Evaluation of Proposals	10
B20. Award of Contract	11

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Project Manager	1
D3. Background	1
D4. Scope of Services	2
D5. Project Planning	4
D6. Public Engagement	5
D7. Functional Design	6
D8. Preliminary Design	7
D9. Detailed Design and Contract (Bid Opportunity) Preparation	7
D10. Contract Administration Services	8
D11. Post construction Services	8
D12. Ownership of Information, Confidentiality and Non Disclosure	9

#### Submissions Prior to Start of Services

D13. Authority to Carry on Business	10
D14. Insurance	10

#### Schedule of Services

D15. Commencement	11
-------------------	----

### PART E - SECURITY CLEARANCE

E1. Security Clearance	1
------------------------	---

### PART F - SPECIFICATIONS

F1. As-Built Drawing Requirements for Surface works (Public Works Projects – August 2011)	2
---	---

## **Appendix A – Definition of Professional Consulting Services – Engineering – Public Works**

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR DOWNTOWN PROTECTED BIKE LANE SYSTEM (FORT/GARRY PRELIMINARY NEIGHBOURHOOD CONSULTATION), FORKS TO ASSINIBOINE BICYCLE CONNECTION, MCDERMOT NEIGHBOURHOOD GREENWAY AND THE NORTHWEST HYDRO CORRIDOR PATHWAY

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 17, 2015.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

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

### **B4. CONFIDENTIALITY**

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

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

## **B5. ADDENDA**

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

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

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

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

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

## **B6. PROPOSAL SUBMISSION**

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

- (a) Form A: Proposal (Section A) in accordance with B7;
- (b) 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 B10.1; 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, to constitute a responsive Proposal.

B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including tables, charts, drawings and schedule and six (6) bound 8.5" x 11" copies (tables, charts, drawings and schedule in copies only may be 11" x 17" folded to an 8.5" x 11" size) for sections identified in in B6.1 and B6.2.

B6.6 Further to B6.5, the Proposal shall be no more than 20 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 Further to B6.6, the minimum font height shall be 10pt.

- B6.8 The Proposal should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.9 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B19.1(a).
- B6.10 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.
- B6.11 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.12 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.13 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B7. PROPOSAL (SECTION A)**

- B7.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
  - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
  - (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

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

**B8. FEES (SECTION B)**

B8.1 The Proposal shall complete Form B: Fees, summarizing all applicable Fees.

B8.2 The Proposal shall include the total Fees for all disciplines, identified and necessary, for each Scope of Service phase of the Project (D4.1), for each Project Package being bid on including:

- (a) Project planning and Functional Design;
- (b) Public Engagement;
- (c) Preliminary Design;
- (d) Detailed Design and Contract (Bid Opportunity) Preparation;
- (e) Contract Administration services; and
- (f) Post-Construction services.

B8.3 Adjustments to Fees will only be considered based on increases or decreases 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 The City, at its discretion, may negotiate fees for Detailed Design, Contract Administration and Post Construction Services for sections or for all of the work with the successful proponent when the Preliminary Design phase is complete. This scope change would be subject to a satisfactory offer and approval of the Award Authority.

B8.5 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B8.6 The Fees entered in each column on Form B: Fees shall include an allowance of up to 8% for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any site investigation (geotechnical) services, materials testing services, Underground Structures acquisitions, pipeline loading assessments, required Hydro-Vac to expose utilities, open house logistics, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation, or those included in B8.4. No other disbursements will be permitted.

B8.6.1 Further to B8.6, the Contract Award shall include, in addition to the Total Bid Price, an allowance for the costs of any site investigation (geotechnical) services, materials testing services, Underground Structures acquisitions, pipeline loading assessments, required Hydro-Vac to expose utilities, open house logistics, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation in the amount of up to 15% of the Total Bid Price;

B8.7 Proposal(s) shall include the Fees to be assessed for Engineering and other Services as defined in the Scope of Services. The Fees must be included in the Proposal with descriptions, but summarized in Form B: Fees.

B8.8 The Fees associated with Project Planning, Public Engagement, Functional Design, Preliminary Design shall:

- (a) be a Fixed Fee;
- (b) include Allowable Disbursements;
- (c) be entered in column (a), (b) and (c) of Form B: Fees.

B8.9 The Fees associated with Detailed Design and Contract (Bid Opportunity) Preparation shall:

- (a) be a Fixed Fee;
- (b) include Allowable Disbursements;
- (c) be entered in column (d) of Form B: Fees.

B8.10 The Fees associated with Contract Administration shall:

- (a) be a Total Maximum based on Hourly Rates;
- (b) be based on the number of working days identified for each project package identified in Form B. The actual working days will be established at time of tender with the consultation and concurrence of the Project Manager. Fees will be adjusted according to the actual number of working days agreed upon;
- (c) include Allowable Disbursements;
- (d) include Fees for supervision of any services anticipated in B8.5
- (e) be entered in column (e) of Form B: Fees.

B8.11 The Fees associated with Post-Construction Services shall:

- (a) be a Total Maximum based on Hourly Rates;
- (b) include Allowable Disbursements;
- (c) be entered in column (f) of Form B: Fees.

B8.12 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B8.13 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

B9.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing planning and design of at least two protected bike lane facilities in a downtown environment within North America of similar complexity, scope and value.
- (b) details demonstrating the history and experience of the Proponent and Subconsultants in providing planning and design, management of construction and contract administration services of at least two street reconstruction projects that includes vibrancy components within a complex urban environment such as Winnipeg's Downtown of similar complexity, scope and value.
- (c) details demonstrating the history and experience of the Proponent and Subconsultants in providing the successful development and delivery of Public Engagement programs of complex projects, including transportation projects, with a variety of stakeholders of at least two projects of similar complexity and scope.

B9.2 For each project listed in B9.1(a), the Proponent should submit the description of the project, the role of the consultant, the project's original contracted construction cost and final construction cost, the design and construction schedule (anticipated Project schedule and actual project delivery schedule, showing design and construction separately), the project owner and upon request of the Project Manager reference information (one current name with telephone number per project).

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

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

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

B10.1 Proposals should include, in tabular form:

- (a) Names of key personnel assigned to the Project, who shall not be substituted without written permission from the Project Manager;
  - (i) Any professional whose charge out rate equals or exceeds one hundred dollars per hour shall also be considered key personnel.
  - (ii) Substitutes or back-up personal shall not be listed in the proposal.
- (b) The experience and qualifications of the key personnel assigned to the Project is to include: job title, educational background and degrees, professional affiliation, years of related experience on projects administered for the City of Winnipeg, years of experience in current position, years of experience in planning and design and years of experience in contract administration services;
- (c) In addition to B10.1(b), the experience of the Public Engagement key personnel is to also include: confirmation of IAP2 Canada membership, completion of IAP2 Certificate in Public Participation, and description of the completion of any other relevant training.

B10.2 Roles of each of the key personnel in the Project should be identified in an organizational chart. Identify the lead person for each discipline or work unit.

B10.3 For each person identified, list the percentage of their overall and available time to be dedicated to this Project with respect to their workload on other projects internal and external to the City of Winnipeg.

B10.4 Proposals should include, for each person identified in B10.1 a list of at least two projects comparable in complexity, scope and value; in which the person listed did comparable work and played a comparable role. Provide the following: description of the project, role of the person, project owner, and upon request of the Project Manager reference information (one current name and telephone number per project).

B10.5 Key Personnel must include:

- (a) A Public Engagement Expert whose regular professional duties include engaging the public on complex and high risk projects, with transportation projects being preferred. This Expert shall have an IAP2 Certificate in Public Participation.
  - (i) At least one member of the Public Engagement team shall have completed the IAP2 course in Emotion, Outrage and Public Participation.
- (b) A Bicycle Facilities Design Expert with extensive experience in the successful design of complex protected bicycle facilities and Neighborhood Greenways within North America.
- (c) A Senior Transportation Engineer with extensive experience in the successful completion of reconstruction projects within a complex urban environment such as Winnipeg's Downtown.
- (d) A Junior or Intermediate Engineer whose home office is in Winnipeg to be mentored throughout the project to learn the complexities of the planning and design of multi-mode urban transportation facilities in Winnipeg.

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

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

- (i) Describe the job function for each person and group of people so identified;
- (ii) Provide a Responsibility Assignment Task Matrix that provides time estimates by work activity and in total, including hourly rates for each person identified in B10.1(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.

- (iii) Describe the methods of control to monitor and complete the assignment within budget and on time. As a minimum, monthly reports, in a format acceptable to the City, shall be submitted with all invoices. These reports shall clearly identify any current or anticipated budget or scheduling issues.
  - (i) All monthly reports shall include a list of each person charging time to the Project and the percentage of those people's efforts relative to the current monthly statement and overall project to date.
  - (iv) The method of quality assurance and controls to ensure the City receives a quality project that meets our expectations.

B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4 – D11.

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

B11.4 Proposals should address the team's understanding of the broad functional and technical requirements, the team's understanding of the urban design issues, the team's understanding of bicycle and pedestrian planning and design issues, the team's understanding of how public engagement integrates into the planning and decision-making process, any innovation to be used for perform the Scope of Services identified, all activities and services to be provided by the City, the deliverables of the project, any assumptions made with respect to the deliverables and the Scope of Services, the City's Project methodology with respect to the information provided within this RFP and any other issue that conveys your team's understanding of the Project requirements.

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

B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the Project. Reasonable times should be allowed for completion of these processes.

- (a) There will be a required two week review time by the City of Winnipeg to review all final PE materials.
- (b) It is reasonable that project schedule for the Northwest Hydro Corridor Pathway will required adaption for Manitoba Hydro's review of the easement application.

B12.3 The Proponent's schedule shall demonstrate the following:

- (a) The Proponent's schedules shall demonstrate the following completion dates:
  - (i) Downtown Protected Bike Lane System (Fort/Garry Preliminary Neighbourhood): public engagement process and development of an associated functional plan within 8 months of Award or sooner. Final report on the public engagement process to be completed within 10 months of Award or sooner.
  - (ii) Forks to Assiniboine Bicycle Connection: completion of public engagement process and design phases to support the advertisement of the Construction Bid Opportunity in early 2016, with construction commencing at start of 2016 construction season.
  - (iii) McDermot Neighbourhood Greenway: public engagement process and development of an associated functional plan within 8 months of Award or sooner. Final report on the public engagement process to be completed within 10 months of Award or sooner.

- (iv) Northwest Hydro Corridor Pathway: public engagement process and development of an associated preliminary design plan within 6 months of Award or sooner to support the advertisement of the Construction Bid Opportunity in early 2016, with construction commencing at start of 2016 construction season. Final report on the public engagement process to be completed within 10 months of Award or sooner.

### **B13. QUALIFICATION**

B13.1 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.

B13.2 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>

B13.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B13.4 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.

B13.5 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.

### **B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B14.1 Proposals will not be opened publicly.

B14.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.

B14.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B14.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

#### **B15. IRREVOCABLE OFFER**

B15.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

#### **B16. WITHDRAWAL OF OFFERS**

B16.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B16.1.1 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.

B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B16.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Proposal withdrawn.

B16.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B15.2 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.

#### **B17. INTERVIEWS**

B17.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B18. NEGOTIATIONS**

- B18.1 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.
- B18.2 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.
- B18.3 If, in the course of negotiations pursuant to B18.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B19. EVALUATION OF PROPOSALS**

- B19.1 Award of the Contract shall be based on the following evaluation criteria:
- |  |             |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B13:                                 | (pass/fail) |
| (c) Fees; (Section B)  | 40%         |
| (d) Experience of Proponent and Subconsultants; (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%          |
- B19.2 Further to B19.1(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.
- B19.3 Further to B19.1(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.
- B19.4 Further to B19.1(c), Fees will be evaluated based on Total Fees submitted in accordance with B8.
- B19.5 Further to B19.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B19.6 Further to B19.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.
- B19.7 Further to B19.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B19.8 Further to B19.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.

B19.9 Notwithstanding B19.1(d) to B19.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.

## **B20. AWARD OF CONTRACT**

B20.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B20.2 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.

B20.2.1 Without limiting the generality of B20.2, 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.

B20.3 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.

B20.4 The City may, at its discretion, award the Contract in phases.

B20.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.

B20.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.

B20.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).

B20.7 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.

B20.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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:

Scott Suderman, C.E.T., P.Eng.

Email: [ssuderman@winnipeg.ca](mailto:ssuderman@winnipeg.ca)

Telephone No. 204 986-6963

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.

(a) The Office of Public Engagement will be overseeing the Consultant's work with respect to Public Engagement tasks, on behalf of the Project Manager.

D2.3 Proposal Submissions must be submitted to the address in B6.12

#### D3. BACKGROUND

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

D3.2 On May 5, 2015 the Standing Policy Committee on Infrastructure Renewal and Public Works approved the Pedestrian and Cycling Strategies (PCS) which provide a vision and roadmap for the future of walking and cycling in Winnipeg. This document has not been approved by the Executive Policy Committee or Council. 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 In May 27, 2015 Council approved the 2015 Pedestrian and Cycling Action Plan that authorizes the Public Service to proceed with the projects as described within this Bid Opportunity.

D3.4 Garry Street and Fort Street currently have painted bicycle lanes. These streets have an abundance of on street parking, loading and disabled parking that is important to downtown businesses and residents. There are also many bus stops along various segments of Garry and Fort Street. The pavement and sidewalks on segments of these streets is recommended for renewal. A functional plan needs to be developed through a neighborhood based public engagement plan to determine the best possible plan to balance the needs of the stakeholders and transportation system users to improve travel choices, accessibility and support the vibrancy of our Downtown.

D3.5 The Garry Street and Fort Street pedestrian and cycling upgrades are to increase the convenience, connectivity and accessibility for people between Assiniboine Avenue and the Exchange District.

D3.6 Fort Street between Graham Avenue and Portage Avenue was reconstructed in 2012.

D3.7 A PTV traffic model is being developed for the Downtown that may be available to use for assessing vehicle levels of service.

D3.8 The Assiniboine Avenue Cycle Track is a high use protected cycling facility that connects Osborne Village to Main Street. The Forks recently completed the construction of a new protected bicycle facility from Main Street into the Forks and the City is planning to install a half signal at Main/Assiniboine to control the movement of pedestrians and cyclists across Main Street. A detailed design for connecting the Assiniboine Avenue Cycle Track to the Forks' new cycle track is required to facilitate public engagement with stakeholders and facilitate construction in 2016 to complete this network gap.

D3.9 The McDermot Neighbourhood Greenway project, between Sherbrook Street and McPhillips Street, was listed as a priority street for improvements within the PCS. Support for improving the pedestrian and cycling facilities on this street is supported through the:

- (a) West Alexander & Centennial Neighbourhood Plan:  
<http://clkapps.winnipeg.ca/dmis/docext/ViewDoc.asp?DocumentTypeId=1&DocId=4386&DocType=C> and;
- (b) Bannatyne Campus Master Plan:  
[http://umanitoba.ca/admin/campus\\_planning\\_office/bannatyneplan.html](http://umanitoba.ca/admin/campus_planning_office/bannatyneplan.html)

A functional design needs to be developed through a public engagement plan to determine the required scope and cost of improvements.

D3.10 The City has worked successfully with Manitoba Hydro to complete recreational pathways across the City such as the Bishop Grandin Greenway. The Northwest Hydro Corridor Pathway would serve as a direct and convenient route in the generally underserved northwest quadrant of the City. A functional plan is required to apply for an easement with Manitoba Hydro. It is expected that Contract Administration Services would be performed by the Technology Services Branch of the City of Winnipeg. A Bid Opportunity is required to assist with the City with Contract Administration phase to specify the custom attributes of the detailed design such as streetscaping, landscaping and pathway construction. Any specification or details related to traffic control devices will be performed by the City of Winnipeg Traffic Signals Branch.

D3.11 Bike Winnipeg prepared a report related to the Northwest Hydro Corridor and is available online at: <http://bikewinnipeg.ca/wordpress/wp-content/uploads/2015/01/Bike-Winnipeg-McPhillips-Greenway-Discussion-Paper-2015-01-17.pdf> this report is to be used for information purposes only.

D3.12 As there will likely be recommendations for new traffic control devices, any new major traffic control device requires approval from the Traffic Management Branch and the Standing Policy Committee on Infrastructure Renewal and Public Works.

D3.13 Electronic drawings of some of the projects are available upon request from the Project Manager identified in D2. The proponent may be required to enter into a confidentiality and sharing agreement with the City of Winnipeg prior to release of that drawing and related information.

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

D4.1 The Services required under this Contract shall consist of Professional Consulting Services in accordance with the following:

**(a) Downtown Protected Bike Lane System (Fort/Garry):**

This project shall develop an appropriate connection between the Assiniboine Avenue Cycle Track and the Exchange District. This connection could be made to Albert Street or Arthur Street.

- (i) Project Planning as outlined in D5;
- (ii) Public Engagement as outlined in D6;
- (iii) Development of a Functional Plan as outlined in D7.

### **(b) Forks to Assiniboine Bicycle Connection**

This project shall develop an appropriate connection between the Assiniboine Avenue Cycle Track and The Forks new Cycle Track

- (i) Public Engagement as outlined in D6;
- (ii) Preliminary Design as outlined in D8;
- (iii) Detailed Design and Contract (Bid Opportunity) Preparation as outlined in D9;
  - (i) design and Specification development;
  - (ii) drawing and Specification preparation;
  - (iii) procurement process;
- (iv) Contract Administration Services as outline in D10; and
- (v) Post Construction Services as outlined in D11.

### **(c) McDermot Neighbourhood Greenway**

This project shall develop an appropriate connection between the shared lanes on McPhillips Street and the existing bike lanes on McDermot Avenue and Bannatyne Avenue east of Sherbrook Street.

- (i) Project Planning as outlined in D5;
- (ii) Public Engagement as outlined in D6;
- (iii) Functional Design as outlined in D7.

### **(d) Northwest Hydro Corridor Pathway**

The north limit of this project shall be a connection into Precinct E ([http://winnipeg.ca/ppd/planning\\_secondary\\_adopted\\_PrecinctE.stm](http://winnipeg.ca/ppd/planning_secondary_adopted_PrecinctE.stm)), which is south of the Chief Peguis Trail right-of-way.

The south limit of this project will vary as additional land stakeholders, further to Manitoba Hydro, such as Canadian Pacific Railway and Manitoba Lotteries will need to be consulted with. It is expected that given the complexities of the south limit the study should strive to facilitate construction of the facility to connect to the McPhillips Street Casino northern parking lot. The connection from that parking lot to Jarvis Avenue would be limited to Functional Design.

- (i) Project Planning as outlined in D5;
- (ii) Public Engagement as outline in D6;
- (iii) Functional Design as outlined in D7;
- (iv) Preliminary Design as outline in D8;
- (v) Detailed Design and Contract (Bid Opportunity) Preparation as outlined in D9;
  - (i) design and Specification development;
  - (ii) drawing and Specification preparation;
  - (iii) Contract Administration to be performed by Technology Services of the Public Works Department.

D4.2 Confirm the scope of work required using professional engineering judgement as part of the proposal submission.

- (a) Section D5-D11 is a summary of minimum tasks and information that the proponent is required to perform if successful as part of the Contract. Proponents are to ensure their proposal describes how they will achieve the successful completion of the projects to meet the needs and the satisfaction of the City of Winnipeg.

- D4.3 The City will provide the following information to the successful Proponent:
- (a) Construction record and utility drawings.
  - (b) Aerial photography.
  - (c) Right-of-Way base (AutoCAD LBIS) with available utility layers.
  - (d) Traffic counts – historical counts and additional counts as required.
  - (e) Historical collision data.
  - (f) Traffic signals information.
  - (g) Curb lane regulations.
  - (h) Existing engineering studies – structural, sewer district, sound, area plans, traffic impact etc.
  - (i) Additional items if available and deemed appropriate and beneficial to the successful completion of the project.

**D5. PROJECT PLANNING**

- D5.1 Confirm the Scope of Work and extents of the Study Area required using professional engineering judgement.
- D5.2 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.
- D5.3 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.
- D5.4 Review adjacent land use as required:
- (a) Identify and map out types of land use and announced and anticipated redevelopments to ensure infrastructure improvement recommendations are compatible with existing and known future land use.
  - (b) Identify existing encroachments;
  - (c) Identify historical sites and buildings;
  - (d) Review and identify any existing area ways. Provide recommendations for abandoning, maintaining, or protecting during the detailed design and construction phases; and
- 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;
      - (i) Provision for wider sidewalks, possible encroachment opportunities, lighting requirements, conformance to CPTED principles, accessibility issues, shared spaces, pedestrian areas, etc.
    - (iii) Identify locations for convenience enhancements pedestrian rest areas.
    - (iv) Identify locations for new, modifications to, or upgrades to existing crossing controls where warranted.
  - (b) Perform a vehicular needs assessment:
    - (i) Review required routes for delivery and service trucks to accommodate the preliminary geometric design process;
    - (ii) Review and identify existing loading and parking restrictions and provide recommendations for improvements;

- (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 integrating all modes of transportation.
    - (v) Provide a traffic review to quantify changes in peak period performance relative to existing conditions.
  - (c) Perform a cycling facilities needs assessment:
    - (i) Identify connectivity requirements to the existing and proposed cycling network;
    - (ii) Identify needs for bicycle parking;
    - (iii) Confirm routes and facility types;
    - (iv) Identify locations for crossing control upgrades where warranted.
- D5.6 Consult with the WWD identify short term and long-term system improvements;
- D5.7 Consult with Manitoba Hydro to gain an understanding of the design criteria and constraints for working within their right-of-way.
- D5.8 Identify high risk new and existing utility plants to aid in accommodating and coordinating with those utilities during the detailed design and construction phases, some examples include:
  - (a) Possible Manitoba Hydro system upgrades in the downtown.
  - (b) Possible vertical modifications to existing Manitoba Hydro manholes.
  - (c) Relocations of existing telecommunications plants to accommodate revisions to the geometry of the roadway.
- D5.9 Assess above ground and subsurface utilities and identify required burials and new plant modifications and expansion:
  - (i) Coordinate with Manitoba Hydro, Shaw, fibre optic carriers and MTS to review possible system improvements or infrastructure condition improvements with those utilities and integrate their short term and long term plans into the design of the rights-of-way;
  - (ii) Provide recommendations for the burial of any above ground utilities and coordinate with the respected utilities to incorporate that work into the plan and aid them as required to produce cost estimates;
  - (iii) Identify required relocations of Manitoba Hydro plants. It is anticipated that Manitoba Hydro will design and relocate their plant.
  - (iv) Recommend, coordinate and oversee any required exposure of underground utilities that can be foreseen as a project risk due to location or depth. The costs associated with a sub-contractor shall be covered through the allowance described in B8.6.
- D5.10 Identify and coordinate will all internal and external stakeholders.
- D5.11 Right-of-way Planning:
  - (a) Prepare conceptual cross sections that will facilitate discussion with stakeholders and the public. Cross sections are to 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 and the public.

## **D6. PUBLIC ENGAGEMENT**

- D6.1 Public engagement (PE) is an integral part of the projects, 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.

- D6.2 Proponents are to submit Public Engagement plans for the projects. It is expected that given the inherit different issues, constraints and opportunities with each of the projects, the Public Engagement processes may be executed independently of each other. The Public Engagement Expert will work with the project manager/project team to iteratively review and adjust the PE process as may be necessary over the course of the project. The project manager/project team will sign off on all PE plans and activities.
- D6.3 Develop a Public Engagement Plan that follows best practices as set out by IAP2. The Plan will be innovative and follow a variety of approaches to public engagement to ensure that processes are open and transparent, and captures the broadest range of feedback. PE activities and events will genuinely seek input and feedback, rather than seek validation of proposed solutions. The PE Plan will include:
- (a) delivery timelines, which also includes the public's role in the decision-making process, as well as the decision points in the project's timelines;
  - (b) suggested tactics, which will allow for feedback to be provided at in-person events, as well as online, and may include the use of Stakeholder Advisory Committees;
  - (c) a website that serves as an ongoing "virtual" space for stakeholders to provide information in a timely manner and to receive feedback, which could include: commenting, ideation, mapping, surveys, questionnaires, message boards, blogs, etc. as deemed appropriate;
  - (d) identifying, meeting and establishing relationships with key stakeholders, which will include area businesses and residents, BIZ's, bicycle and pedestrian organizations, cyclists, Mayor's Access Advisory Committee, Residents Associations or Groups, etc.;
  - (e) develop and manage a complementary social media strategy as appropriate, as well as other tools that would maximize the outreach of PE efforts;
  - (f) approaches to promoting and communicating project work;
  - (g) an outline of what is included in the Fees, which may include booking, facilitating and staffing PE activities and events, development of communications materials, promotion of PE activities, etc.; and
  - (h) Other information as necessary.
- D6.4 Proponents are reminded that the costs of public event logistics such as the costs of a venue shall be covered with the project allowance described in B8.6.
- D6.5 Final reports on the public engagement processes will be posted online so that stakeholders can see how their input has been considered and used. Reports should include:
- (a) cataloguing public input and project response to it;
  - (b) a detailed record of all promotions and communications, attendance numbers and dates of events; and
  - (c) a summary of findings and results, as well as detailed analysis of any feedback provided.

## **D7. FUNCTIONAL DESIGN**

- D7.1 The development of a functional plan will be the result of the compilation of the technical work and public engagement process that will be a visually present the optimal design for effective communications with the public and to set the foundation for effective progression of future phases of design. It will also be used as mitigate potential risks for project progression.
- D7.2 Deliverables for Functional Plans shall include:
- (a) Public Engagement Summary for the project.
  - (b) Technical briefing memo for the project.
  - (c) A clear functional plan that was developed in consultation with the area stakeholders and the general public that will balance the needs of all users and encourage walking and cycling consistent with the Vision of the PCS.

- (d) The functional plan shall show all the required information to show the public what the facilities could look like, including cross-sections and details as necessary. The functional plan shall be drawn with technical accuracy.
- (e) Details and relevant information for all required geometric improvements and/or new facilities.
- (f) Facility streetscaping and landscaping of a functional level.
- (g) All technical and public related effort necessary to support the successful future phase of the projects.
- (h) Includes all pavement markings.
- (i) Prepare any required Property Requirement or Easement drawings as necessary.
- (j) Develop Class 4 Cost Estimates.
- (k) Traffic Study results.

D7.3 Each project shall have its own deliverable package and be developed individually as each has its inherent and distinct needs.

## **D8. PRELIMINARY DESIGN**

D8.1 Preliminary Design Services associated with the Contract are described in Appendix A.

D8.2 Where applicable, the designs must address:

- (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);
- (c) City of Winnipeg's Universal Design Policy (December 2001) and Accessibility Design Standards (May 2010);
- (d) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009);
- (e) City of Winnipeg's Tree Removal Guidelines;
- (f) The current edition of The City of Winnipeg Standard Construction Specifications.
- (g) Current and best practices in pedestrian and cycling infrastructure design.

D8.3 Perform preliminary design of route aesthetics, pedestrian rest areas, plantings, enhancements, etc.

D8.4 Develop and recommend implementation staging for projects as required.

- (a) Staging plans to consider at least: temporary connectivity requirements, infrastructure and utility requirements, and yearly available budgets provided by the City.

D8.5 Develop Class 3 Cost Estimates.

## **D9. DETAILED DESIGN AND CONTRACT (BID OPPORTUNITY) PREPARATION**

D9.1 Detailed Design Services associated with the Contract are described in Appendix A.

D9.2 Designs for surface works to be submitted for review must:

- (a) Be sealed by a Professional Engineer, registered in the Province of Manitoba;
- (b) Include cross-sections
- (c) Conform to the Manual for the Production of Construction Drawings for the City of Winnipeg, Works and Operations Division (November 1984).

D9.3 Allow four weeks for circulation of all design drawings to Underground Structures

- (a) Ensure that separate copies are sent to affected utilities, with specific requests made for estimates, where required.

D9.4 The Bid Opportunity documents must be prepared:

- (a) Using the current applicable template from the Materials Management Division;
- (b) Referencing the current edition of The City of Winnipeg Standard Construction Specifications.

## **D10. CONTRACT ADMINISTRATION SERVICES**

D10.1 Contract Administration Services associated with the Contract are described in Appendix A-7.

D10.2 The Consultant is required to provide NON-RESIDENT Contract Administration Services including but not limited to:

- (a) Ensuring persons with demonstrated experience are assigned to administer the Project for the duration of the Project, with personnel changes only upon approval of the Project Manager;
- (b) Timely processing of accurate progress payments and invoices;
- (c) Conducting pre-award and pre-construction meetings with formal notes as described in the City of Winnipeg's *Manual of Project Administration Practice* (DRAFT March 1992 – see Appendix B);

D10.3 The Consultant is required to provide RESIDENT Contract Administration Services including but not limited to:

- (a) Coordination of the day-to-day Site activities;
- (b) Ensuring construction contractor conformance to the City of Winnipeg's *Manual of Temporary Traffic Control*;
- (c) Full-time inspection;
- (d) Field and/or laboratory testing and verification of construction material quality;
- (e) Field measurement and verification of construction material quantities in a manner so as to minimize contract disputes;
- (f) Provision of periodic and timely updates to the Project Manager on progress and/or expenditures, through:
  - (i) Regular Site meetings with formal minutes as described in the City of Winnipeg's *Manual of Project Administration Practice* (DRAFT March 1992 – see Appendix B), including the date, location & attendees. Issues, updates and amendments must be itemized and dated;
  - (ii) Other formal and/or informal documented means;
- (g) Representation of the City to the local residents and businesses in a professional manner, with responsible and prompt reaction to reasonable requests (minimizing impact and/or disruption of the Project to the extent possible);
- (h) On-going updates to the lane-closure information line as required;
- (i) Supervision of Subconsultants required to perform any services;
- (j) Provision of Project details and regular Project updates to the Envista right-of-way coordination system.

## **D11. POST CONSTRUCTION SERVICES**

D11.1 Post-Construction Services associated with the Contract are described in Appendix A.

D11.2 The Consultant is required to provide Post-Construction Services including but not limited to:

- (a) Arranging with Project Manager and/or City representative(s) for inspection of the completed works and to establish the Project milestones of Substantial Performance and Total Performance of the completed project.
- (b) Preparation of one of each of the following for every construction contract administered under the Project:
  - (i) Certificate of Substantial Performance;
  - (ii) Certificate of Total Performance; and
  - (iii) Certificate of Acceptance.
- (c) Additional Contract Administration for maintenance (pay) items within the warranty period of the construction contract;
- (d) Arranging with Project Manager and/or City representative(s), inspection of the completed works for Final Acceptance of the Works.
- (e) Resolution of deficiencies and/or outstanding warranty issues;
- (f) Submission of a final construction report within three months of Substantial Performance of the construction contract, including:
  - (i) Summary report – a brief (three to five page) description of:
    - ◆ Services accomplished, including initial and final scope of Project;
    - ◆ For new street pavements – Final pavement design
    - ◆ For pavement rehabilitations – Amount of concrete repairs by percentage of surface
    - ◆ For pavement rehabilitations – Average thickness of asphalt placement
    - ◆ Issues encountered and resolutions achieved;
    - ◆ Any outstanding services or issue-resolutions required; and
    - ◆ Final or projected final contract cost;
    - ◆ Daily field reports (as an appendix);
    - ◆ Field test reports (as an appendix).
  - (ii) Photographs – total minimum of 12, maximum of 50; good quality digital photos using descriptive file names (including year), provided on CD or DVD (notwithstanding pre-construction Site and property condition assessment photos, as per Appendix A – Definition of Professional Consultant Services – Engineering – Public Works)
    - ◆ approximately six (6) typical pre-construction photos
    - ◆ approximately six (6) typical Post-construction photos
    - ◆ approximately six (6) typical construction operation photos (e.g. concrete pour, paving operation).
  - (iii) Provision of record drawings for surface works, where required, in accordance with the Public Works Department's As-Built Drawing Requirements for Public Works Projects, within three months of Substantial Performance of the construction contract, unless waived or amended in writing by the Project Manager.

## **D12. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D12.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.
- D12.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D12.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;

- (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D12.4 A Consultant who violates any provision of D12 may be determined to be in breach of Contract.

## **SUBMISSIONS PRIOR TO START OF SERVICES**

### **D13. AUTHORITY TO CARRY ON BUSINESS**

D13.1 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.

### **D14. INSURANCE**

D14.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D14.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
  - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
  - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
  - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
  - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
  - (i) an amount not less than \$ 1,000,000 per claim and \$ 2,000,000 in the aggregate.

D14.2.1 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.

D14.3 The policies required in D14.2(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.

- D14.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D14.2(a) and D14.2(c).
- D14.5 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 D14.8.
- D14.6 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.
- D14.7 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.
- D14.8 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**

### **D15. COMMENCEMENT**

- D15.1 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.
- D15.2 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 D13;
    - (ii) evidence of the insurance specified in D14;
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D15.3 The City intends to award this Contract by August 7, 2015.

## **PART E - SECURITY CLEARANCE**

### **E1. SECURITY CLEARANCE**

- E1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
  - (b) any Work within City facilities other than:
    - (i) an underground structure such as a manhole;
    - (ii) in areas and at times normally open to the public;
  - (c) communicating with residents and homeowners in person or by telephone.
- E1.1.1 Each Individual shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence. Or
- (a) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .
- E1.1.2 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- E1.2 Prior to the commencement of any Work specified in E1.1, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- E1.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in E1.1.
- E1.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in E1.1

## PART F - SPECIFICATIONS

### F1. AS-BUILT DRAWING REQUIREMENTS FOR SURFACE WORKS (PUBLIC WORKS PROJECTS – AUGUST 2011)

- F1.1 Initial submission of AS-BUILT drawings must be received within three months of Substantial Performance of the construction contract, unless waived in writing by the Project Manager.
- F1.2 Drawings shall:
- (a) Conform to the Manual for the Production of Construction Drawings for the City of Winnipeg, Works and Operations Division (November 1984).
  - (b) Be in the AutoCAD format and indicate the version used
  - (c) Be AS-BUILT with dimensions corrected in both TEXT and GRAPHICS
  - (d) Show pavement dimensions to the “back of curb” (edge of pavement)
  - (e) Include plot style table
  - (f) Be produced in the NAD 83, UTM, ZONE 14, (Global co-ordinate system) Note: Public Works Engineering will provide the Legal Streets Base Layer for the required drawings
  - (g) Indicate if a scale factor was or was not used, and if used the scale factor used is to be indicated
  - (h) Show all bore holes and their UTM coordinates
  - (i) 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
- F1.3 A PDF copy of all AS-BUILT drawings shall be included.
- F1.4 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.
- F1.5 As-built hard copy must be on Mylar paper and must be sealed by an Engineer registered to practice in the Province of Manitoba.
- F1.6 Original signed Mylar copy and the two (2) CD's shall be sent by mail or courier to:
- Attention:*  
City of Winnipeg  
Public Works Department  
106-1155 Pacific Avenue  
Winnipeg, MB R3E 3P1
- Gary Tront, CET,  
GIS Specialist  
204.471.7630  
[gtront@winnipeg.ca](mailto:gtront@winnipeg.ca)
- F1.7 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 shall include text) and a list describing additional layers used:  
**Layer Names:**
    - 1) Street Surface
    - 2) Walk
    - 3) Alley
    - 4) Approach
    - 5) Ramp Curb
    - 6) Dimensions (to include all dimensions in the drawing)
    - 7) Drainage Inlets
    - 8) Elevations (min. all hi & low points)