



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 902-2016

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
THE 2016 WALK BIKE PROJECTS: MCDERMOT/BANNATYNE – SHERBROOK ST
TO WATERFRONT DR PROTECTED BIKE LANES, RUBY/BANNING
NEIGHBOURHOOD GREENWAY, AND ST.MATTHEWS TO UNIVERSITY OF
WINNIPEG NEIGHBOURHOOD STUDY**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE 2016 WALK BIKE PROJECTS: MCDERMOT/BANNATYNE – SHERBROOK ST TO WATERFRONT DR PROTECTED BIKE LANES, RUBY/BANNING NEIGHBOURHOOD GREENWAY, AND ST.MATTHEWS TO UNIVERSITY OF WINNIPEG NEIGHBOURHOOD STUDY

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 3, 2016.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Project Manager identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.

B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

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

B5. ADDENDA

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

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

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

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

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

B6. PROPOSAL SUBMISSION

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

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

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

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

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

B6.4 Further to B6.1(a), 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 B6.1 and B6.2.

B6.6 Proposal format, including type of binding, 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 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

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

B8. FEES (SECTION B)

B8.1 The Proposal shall 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), for each Project including:

- (a) Project Planning;
- (b) Functional Design;
- (c) Public Engagement;
- (d) Neighbourhood Study; and
- (e) Preliminary Design.

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

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

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

B8.5 The Fee Proposal shall also include an allowance of up to a maximum of 8% for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any site investigation (geotechnical) services, Underground Structures acquisitions, public engagement in-person event logistics, translation, required Hydro-Vac to expose utilities, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation, or those included in B8.3. No other disbursements will be permitted.

B8.5.1 Further to B8.4, the Contract Award shall include, in addition to the Total Bid Price, an allowance for the costs of any site investigation (geotechnical) services, Underground Structures acquisitions, public engagement in-person event logistics, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation in the amount of up to 15% of the Total Bid Price.

B8.6 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.

B8.7 The Fees associated with Project Planning, Public Engagement, Functional Design, Preliminary Design shall:

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

B8.8 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.

B8.9 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 the Proponent and Subconsultants in providing programming, planning and design, public engagement, management of the project and contract administration services on three 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 should submit:

- (a) description of the project;
- (b) role of the consultant;
- (c) description of the public engagement methodology, including its integration into the decision-making process;
- (d) project's original contracted cost and final cost;
- (e) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
- (f) project owner;
- (g) reference information (two current names with telephone numbers per project);
- Other sources not named in references may be contacted to verify the work.

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, including public engagement work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

B10.1 Describe your approach to overall team formation and coordination of team members.

B10.1.1 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.

B10.1.2 Key personnel must include:

- (a) A bicycle facilities design expert with extensive experience in the successful design of complex bicycle facilities including Neighbourhood Greenways.
- (b) A public engagement expert, who shall be the discipline lead, whose regular duties include engaging the public on complex and high risk projects. The methodology and best practices should follow those set out by IAP2, with transportation projects being preferred.

B10.2 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;
- Any professional whose charge out rate equals or exceeds one hundred dollars per hour shall also be considered key personnel.
 - 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 experience on projects administered for the City of Winnipeg, years of experience in current position, years of experience in planning and design, contract administration and services.

- (c) In addition to B10.2(b), the experience of the public engagement key personnel should include completion of the IAP2 Foundations/Certificate courses, Emotion, Outrage and Public Participation, or related public engagement courses.

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, as well as the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B10.4 Proposals should include, for each person listed in B10.2 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 project, role of the person, project owner, and upon request of the Project Manager reference information (two current names and telephone numbers per project).

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 (formerly Certificate course) and/or Certification Program offered by IAP2.

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, including the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

- (a) Identify and describe the job function for each person and group of people for this project;
- (b) Provide a Responsibility Assignment Task Matrix that demonstrates time estimates by work activity and in total, including hourly rates for each person identified in B10.2. The matrix is to summate each person's total labour cost and hours at the bottom of the matrix. The matrix is to summate the labour costs for each task and allowable disbursements. This matrix will demonstrate the Proponent's understanding of the levels of effort required to successfully complete the project.
- (c) Describe the methods of control to monitor and complete the assignment within budget and on time. As a minimum, monthly reports, in a format acceptable to the City, shall be submitted with all invoices. These reports shall clearly identify any current or anticipated budget or scheduling issues.
 - (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.
- (d) The method of quality assurance and controls to ensure the City receives a quality project that meets our expectations.

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

B11.3 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 public engagement requirements in the submission of a public engagement plan;
- (e) the team's understanding of the public engagement process and practices, including how it integrates into the planning and decision-making process;

- (f) all activities and services to be provided by the City;
- (g) the deliverables of the project;
- (h) any assumptions made with respect to the deliverables and the Scope of Services;
- (i) the City's Project methodology with respect to the information provided within this RFP;
and
- (j) any other issue that conveys your team's understanding of the Project requirements.

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 Projects. Reasonable times should be allowed for completion of these processes.
- (a) The Proponent's schedule shall demonstrate total completion of the projects:
 - McDermot/Bannatyne Facility Study by April 2017, to support potential installation of Adjustable Protected Bike Lanes by the summer of 2017.
 - Ruby/Banning Greenway Study by October 2017.
 - St.Matthews to University of Winnipeg Neighbourhood Study by October 2017.
 - (b) It is expected that the public engagement materials used for the project will need to be submitted for review and approval before providing to the public:
 - All relevant public engagement materials will need to be posted online 2 weeks prior to an in-person event;
 - The anticipated review period for public engagement materials will be 4 weeks.

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) MMM Group 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 will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

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

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

B16. IRREVOCABLE OFFER

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

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

B17. WITHDRAWAL OF OFFERS

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

B18. INTERVIEWS

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

B19. NEGOTIATIONS

- B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B20. EVALUATION OF PROPOSALS

- B20.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
 - (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B14: (pass/fail)
 - (c) Fees; (Section B) 40%

- | | |
|--|-----|
| (d) Experience of Proponent and Subconsultant; (Section C) | 10% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 20% |
| (f) Project Understanding and Methodology (Section E) | 25% |
| (g) Project Schedule. (Section F) | 5% |

- B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B20.6 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.
- B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B20.8 Further to B20.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B20.9 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B20.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with 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(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B21.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:

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 May 18, 2016 City of Winnipeg Council approved the 2016 Pedestrian and Cycling Action Plan (Action Plan) that authorizes the Public Service to proceed with the first two projects described in this Bid Opportunity. This third project was approved in 2011.

D3.4 On May 27, 2015 Council approved the 2015 Pedestrian and Cycling Action Plan that had the Public Service complete the West Alexander pedestrian and cycling corridor study, between Sherbrook St and McPhillips St.; and the Downtown bike lane systems study, connecting The Forks to the Exchange District (Fort St/Garry St, to Assiniboine Ave).

(a) More information on this study, including the functional design drawings and public engagement reports, can be found online:
<http://winnipeg.ca/publicworks/pedestriansCycling/walkBikeProjects/default.stm>

(b) The McDermot/Bannatyne Ave project will need to be aligned with the final designs of the facilities.

D3.5 As part of the 2015 Walk Bike Projects, functional bidirectional protected bike lanes were designed:

(a) On the south side of McDermot Ave from Arlington St to Furby St, it includes a new half signal at Arlington St and McDermot Ave. This facility is anticipated for construction in 2017 pending Council approving the budget.

(b) On the east side of Garry St from Assiniboine Ave to Notre Dame Ave, it includes unidirectional bike connections down Arthur St up to McDermot Ave, which would leave a

gap to Bannatyne Ave. Protected bike lanes would also extend down Notre Dame Ave to Adelaide St for redundancy in connectivity to the Red River Downtown Campus.

- D3.6 Comprehensive public engagements processes were successfully completed as part of the development of the PCS and the 2015 Walk Bike Projects. The final reports reflect why walking and cycling is important, setting the foundation for these projects, and highlighting key issues. The public engagement processes for the 2016 Walk Bike Projects must be tailored for each specific project and not duplicate work that has already been completed.

McDermot/Bannatyne Bike Lane Upgrades

- D3.7 As identified in the Action Plan:
- This bicycle facility connects Sherbrook Ave to Waterfront Dr. Currently a painted bike lane, facility enhancements, including adding bicycle protection, are identified as a high priority in the PCS connecting the west and east Exchange Districts. If implemented, this project would close a gap between several proposed bicycle facilities (e.g. the North Winnipeg Parkway, Princess St, Albert St and Arthur St, Hargrave St, Ellen/Carlton St and Sherbrook St.). Public engagement is required to develop a functional design to address the different needs along the various blocks of the streets.
- D3.8 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, Downtown, Health Sciences Centre, U of M Bannatyne Campus and neighbourhood surrounding Sherbrook St. The facility should start and end at logical and safe locations such that new gaps in the network are not created.
- D3.9 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 4.8 shows McDermot Ave and Bannatyne Ave to be high priority local connectors with protected bicycle facilities.
- D3.10 McDermot Ave and Bannatyne Ave are one-way non-regional couplets crossing many regional streets, where some sections have school zones with reduced speed limits. Currently there are painted bicycle lanes with some gaps between Princess St and Waterfront Dr. 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 on McDermot Ave between Isabel St and Main St.
- D3.11 Land use varies broadly along the routes, and includes residential, business and community properties.
- (a) Schools and community facilities in vicinity of the Study Area include Red River College, Immigrant Centre, Victoria-Albert School, Hugh John MacDonald School, Ecole Sacre Coeur, University of Manitoba Bannatyne campus, Health Sciences Centre and Burton Cummings Community Centre.
- D3.12 A functional study (class 4 estimate) is to be developed that considers the feedback of stakeholders. Multiple options will be generated and evaluated through a set of criteria before determining a preferred design that will set the foundation for effective progression of future design phases.
- D3.13 Given the length of these streets and the anticipated magnitude of costs for permanent implementation, it is anticipated that the bike facility upgrades would have to be implemented in conjunction with street renewal programs over the course of several construction seasons. As part of the scope of work, a preliminary design (class 3 estimate) for Adjustable Protected Bike Lanes on Bannatyne Ave and McDermot Ave will be developed, which can be implemented in the short term.
- (a) Included in the scope of work of the Adjustable Protected Bike Lanes design will be the connection from the McDermot/Bannatyne facility to the Downtown via Ellen/Carlton St and Hargrave St to the approximate limits of Portage Avenue. These adjustable facilities would

allow for on-going monitoring and public feedback of protected bike facilities that would inform the design of the permanent facilities that will be constructed at the time of the future street renewal.

Ruby/Banning Greenway Study

D3.14 As identified in the Action Plan:

- This cycling connection has been identified as a high priority in this PCS. This connection would link four schools along Ruby/Banning St between Notre Dame Ave and Palmerston Ave. A comprehensive neighbourhood based public engagement, engineering analysis, functional design and estimate is required to develop a solution of a north-south link.

D3.15 The study will develop a connection between Palmerston Ave to the planned facility that starts at the intersection of McDermot Ave and Arlington St.

D3.16 The goals of this project are to develop a functional plan that is understood and generally accepted by the neighbourhoods that will:

- (a) Allow people of all ages and abilities to safely walk or bike north/south from West Alexander neighbourhood to Wolseley neighbourhood.
- (b) Provide infrastructure that will support, encourage and increase the number of students walking or biking to school.
- (c) Start and end at logical and safe locations such that new gaps in the network are not created.

D3.17 A Key Direction of the PCS is to develop a spine network to provide high quality connections to Downtown from each area of the City.

- (a) PCS Map 4.8 shows Ruby/Banning St to be part of the spine network.

D3.18 The functional study will be developed by working closely with area schools and the community so that support is gained for facility usage. Evaluation criteria will be based on the feedback of stakeholders, which will help to evaluate the options that will be generated for consideration.

D3.19 Ruby/Banning St is a local street that intersects many regional streets that have high volumes of traffic.

D3.20 Bike Winnipeg prepared a discussion paper on the Ruby/Banning Neighbourhood Greenway and is to be used for information purposes only: bikewinnipeg.ca/wordpress/wp-content/uploads/2015/04/Bike_Winnipeg_Banning_Ruby_Neighbourhood_Greenway_Discussion_Paper_Final.pdf

D3.21 Schools and community facilities in vicinity of the Study Area include St Edward's School, Principal Sparling School, Daniel McIntyre Collegiate, Wellington School, Sargent Park School, Cindy Klassen Recreational Complex, Sargent Park Arena, General Wolfe School, Daniel McIntyre/St Matthews Community Association, Valour Community Centre, Orioles Bike Cage, Greenway School, Laura Secord School and Robert A Steen Community Club.

D3.22 Stakeholders have expressed interest in having bicycle facilities added to Arlington St from Notre Dame Ave to Portage Ave, where there is an opportunity given the wide pavement available for one lane of vehicular traffic in each direction. The City owns land at the south limit of Arlington St on both sides of the Assiniboine River that could provide a future connection to Wellington Cres and Harrow St.

D3.23

St. Matthews to University of Winnipeg Neighbourhood Study

D3.24 Funding was identified in the 2011 AT Corridors account to conduct neighbourhood based consultation in the St. Matthews Ave to University of Winnipeg neighbourhood, to be

approximately bounded by Banning Street and the Maryland St/University of Winnipeg, and Portage Ave and Wellington Ave.

- D3.25 The goals of this project are to:
- (a) Identify ways to make improvements so that people of all ages and abilities to safely walk or bike within the defined area.
 - (b) Identify opportunities to support, encourage and increase the number of students walking or biking to school by providing a safe environment.
 - (c) Develop a School Travel Plan that identifies opportunities for enhancing walking, cycling and other active modes of transportation within the defined area that supports active living. This could include opportunities associated with the physical environment, programming, fostering new and mutually supportive relationships, identifying potential barriers to mobility, safety, etc.
 - (d) Establish a foundation for future programming and projects by developing a report to be used by the City of Winnipeg, as well as groups, to inform their actions related to enabling walking, cycling and other active modes of transportation within the defined neighbourhood.
- D3.26 A Key Direction of the PCS is to develop a spine network to provide high quality connections to Downtown from each area of the City.
- (a) PCS Map 4.8 shows St. Matthews Ave to be part of the spine network
- D3.27 Greenway school and partners prepared a School Travel Plan 2011 and is to be used for information purposes only:
<https://www.winnipegssd.ca/schools/Greenway/Administration/School-Travel-Plan/Documents/Greenway%20School%20Travel%20Plan%20-%20November%202011.pdf>
- D3.28 Manitoba Infrastructure and Transportation prepared a guideline document to address school area traffic safety concerns and is to be used for information purposed only:
http://www.gov.mb.ca/mit/traffic/pdf/school_area_guidelines.pdf
- D3.29 The work of this study will also support the work of the Ruby/Banning Greenway Study.

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) Neighbourhood Study as outlined in D6;
 - (c) Functional Design as outlined in D7;
 - (d) Preliminary Design as outlined in D8;
 - (e) Public Engagement as outlined in D9.

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. 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.
 - (f) Earned Value Management Graph (EVM)
- 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 to ensure that the proposed options and recommendations are compatible with the neighbouring land uses of the various projects.
- D5.5 Perform a transportation facilities needs assessment for each mode of transportation:
- (a) Perform a pedestrian facilities needs assessment:
 - Identify transit stops locations, conditions, amenities, and identify possibilities for improvement.
 - 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 rest areas, etc.
 - Identify locations for new, modifications to, or upgrades to existing crossing controls where warranted.
 - (i) Assess warrant and safety of crossings following TAC Pedestrian Crossing Control Guide for crossings.
 - (b) Perform a vehicular needs assessment:
 - Review required routes for delivery and service trucks to accommodate the functional geometric design process.
 - Review and identify existing loading and parking restrictions and provide recommendations for modifications, considering the implications for disabled parking and loading.
 - (i) Provide recommendations for required parking utilization studies as required to support design decisions.
 - Provide recommendations for the required lane widths and lane types.
 - Gain a technical understanding of the traffic requirements to understand the implications and opportunities for integrated all modes of transportation.
 - 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.
 - Identify any geometric deficiencies with existing roadways.
 - (c) Perform a cycling facilities needs assessment:
 - Identify connectivity requirements to the cycling network.
 - Confirm routes and facility types.
 - Consider adjacent streets for routing if necessary.
 - Identify locations for crossing control upgrades where warranted.
 - 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 WWD to identify short term and long-term system improvements.

- D5.7 Identify high risk utilities and provide recommendations for further studies required to aid in accommodating those utilities during the detailed design and construction phases.
- D5.8 Coordinate with all internal and external stakeholders.
- D5.9 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. NEIGHBOURHOOD STUDY

- D6.1 Deliverables for the St. Mathews to University of Winnipeg Neighbourhood Study are outlined in this section.
- (a) As the work of this study will also support the work of the Ruby/Banning Greenway Study, the efforts and findings will overlap.
- D6.2 Develop School Travel Plans in conjunction with stakeholders:
- (a) Identify opportunities for enhancing walking, cycling and other active modes of transportation within the defined area that supports active living. This could include opportunities associated with the physical environment, programming, fostering new and mutually supportive relationships, identifying potential barriers to mobility, safety, etc.
 - (b) School Travel Plans will be developed for: General Wolfe School, Daniel McIntyre Collegiate, and St. Edward's School.
- D6.3 Determine how the community wants to connect and use existing and future walking and cycling networks, identifying barriers, and improving connectivity and cohesiveness in the community. This includes:
- (a) Monitoring current travel patterns and activities.
 - (b) Taking into account movement through all seasons (winter, summer, etc.).
 - (c) Verify the proposed cycling facilities as outlined in the PCS, identifying pedestrian and cycling priorities and network gaps.
- D6.4 Review and verify western connectivity to the University of Winnipeg, which will be the basis for future technical work and public engagement.
- D6.5 Meet with and establish relationships with key stakeholders including, but not limited to: schools, Winnipeg School Division, Daniel McIntyre-St. Matthews Community Association, Green Action Centre, police, WRHA, parents, educators, students, bicycle and pedestrian organizations, community organizations, cyclists, etc.
- D6.6 Follow two phases of work:
- (a) Phase 1: Identify strengths, barriers, and issues around neighbourhood mobility and safety.
 - (b) Phase 2: Confirm findings with stakeholders, allowing them to provide feedback before plans are finalized.
- D6.7 Develop strategies that will allow for feedback to be provided at in-person events and online.
- (a) Follow best practices as set out by IAP2, iteratively reviewing and adjusting processes to ensure that objectives are being met.
 - (b) Stakeholders should participate in designing the public engagement process and tactics used, so that the needs of the community are met.

- (c) Data should be collected through surveys (in-class, take-home), walkabouts, online mapping, etc.
- (d) The strategies used should be innovative and allow for feedback to be received from difficult to reach stakeholders. This may include specific outreach efforts, using Photo Voice, etc.
- (e) Hold one to two community workshops that will help to develop the School Travel Plans.

D6.8 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) A summary of findings and results, as well as detailed analysis of any feedback provided.
- (b) An evaluation of the public engagement process, including successes and challenges of tactics used, resulting outcomes, and lessons learned so that future studies can benefit.

D6.9 Create a final report that informs future actions related to enabling walking, cycling and other modes of transportation.

D7. FUNCTIONAL DESIGN

D7.1 This level of design will be needed for the Ruby/Banning Greenway Study and the permanent facilities for the McDermot/Bannatyne Bike Lane Upgrades.

D7.2 The development of a functional plan will be the result of the compilation of the technical work and public engagement process that will visually present the optimal design to allow for effective communications with the public and to set the foundation for effective progression of future design phases. It will also be used to mitigate potential risks in project progression.

D7.3 Develop criteria for evaluating options for the various projects and provide recommended solutions to the City's Steering Committee.

D7.4 Deliverables for Functional Plans shall include:

- (a) Technical briefing memo for the project that quantifies all implications associated with the bicycle facility upgrades, and includes a Public Engagement Report for the project.
- (b) 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 PCS.
- (c) 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.
- (d) Facility streetscaping and landscaping of a functional level.
- (e) Details and relevant information for all required geometric improvements and/or new facilities.
- (f) All technical and public related effort necessary to support the successful future phase of the projects.
- (g) Include all pavement markings.
- (h) Prepare any required Property Requirement or Easement drawings as necessary.
- (i) Develop Class 4 Cost Estimates.
- (j) Traffic Study results
- (k) Loading and Parking assessment
- (l) Transit Facilities

D7.5 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 This level of design will be needed for the Adjustable Protected Bike Lanes for the McDermot/Bannatyne Bike Lane Upgrades.
- D8.2 Preliminary Design Services associated with the Contract are described in Appendix A.
- D8.3 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 (2001) and Accessibility Design Standards (2015);
 - (d) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (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.
- D8.4 As this work is for Adjustable Protected Bike Lanes it will not be required to perform preliminary design of route aesthetics, pedestrian rest areas, plantings, enhancements, etc.
- D8.5 Develop Class 3 Cost Estimates for all work required to install the Adjustable Protected Bike Lanes, including but not limited to:
- (a) Adjustable physical barriers
 - (b) Signage
 - (c) Pavement markings
 - (d) Isolated pavement patching
 - (e) Traffic Signal modifications.
- D8.6 Develop and recommend implementation staging for projects as required.
- (a) Staging plans to consider at least: Adjustable connectivity requirements, infrastructure and utility requirements, and yearly available budgets provided by the City.

D9. PUBLIC ENGAGEMENT

- D9.1 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.
- D9.2 Proponents are to submit Public Engagement plans for the projects as part of the proposal submission. It is expected that given the 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 and team to iteratively review and adjust the PE process as may be necessary over the course of the project. The project manager and team will sign off on all PE plans and activities.
- (a) This work will be required for the Ruby/Banning Greenway Study and the McDermot/Bannatyne Bike Lane Upgrades.
- D9.3 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. Each project shall have its own PE Plan, which 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. The PE plan should be comprised of at least two phases:
 - Phase 1: Identify strengths, barriers, and issues around neighbourhood mobility and traffic safety. Gain an understanding of existing operational issues that would need to be considered to support the functional design such as loading requirements, school bus staging requirements, and refuse collection. Establish values to help determine evaluation criteria.
 - Phase 2: Identify options for consideration and feedback.
- (b) Approaches to identifying key stakeholders, meeting with and establishing relationships with key stakeholders. Key stakeholders include fronting and area businesses and residents, schools, bicycle and pedestrian organizations, cyclists, neighbourhood associations, residents associations or groups, BIZ's, Active Transportation Advisory Committee, etc.
- (c) Strategies that will allow for feedback to be provided at in-person events and online.
 - Stakeholders should participate in designing the public engagement process and tactics used, so that the needs of the community are met.
 - Meeting(s) with key stakeholders should take place prior to broader public engagement.
 - In-person events should take place at locations being considered along the routes, using innovative tactics like bike lane pop-ups, user rides on the routes, etc.
 - Online feedback should include methods for receiving feedback through mapping, surveys, etc.
- (d) Approaches to promoting and communicating project work.
- (e) Other information as necessary.

D9.4 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 all public input and project response to it;
- (b) A detailed record of all promotions and communications, attendance numbers and dates of events.
- (c) A summary of findings and results, as well as detailed analysis of any feedback provided.
- (d) An evaluation of the public engagement process, including successes and challenges of tactics used, resulting outcomes, and lessons learned so that future studies can benefit.
- (e) Other information as required.

D9.5 The City will cover administrative costs and expenses for public engagement events 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.

D10. DEFINITIONS

D10.1 **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.

D11. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D11.1 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.
- D11.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D11.3 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.
- D11.4 A Consultant who violates any provision of D11 may be determined to be in breach of Contract.

SUBMISSIONS

D12. AUTHORITY TO CARRY ON BUSINESS

- D12.1 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.

D13. INSURANCE

- D13.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D13.2 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:
 - 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;
 - 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;
 - 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;
 - 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:

- an amount not less than \$ 500,000 . per claim and \$ 1,000,000 in the aggregate.

- D13.2.1 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.
- D13.3 The policies required in D13.2(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.
- D13.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D13.2(a) and D13.2(c).
- D13.5 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 D13.8.
- D13.6 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.
- D13.7 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.
- D13.8 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

D14. COMMENCEMENT

- D14.1 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.
- D14.2 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 D12;
 - evidence of the insurance specified in D13;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D14.3 The City intends to award this Contract by November 25, 2016.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

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

APPENDIX A – DEFINITION OF PROFESSIONAL CONSULTANT SERVICES - ENGINEERING