



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 200-2012**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR BISHOP  
GRANDIN BLVD/SHOREHILL DR TO BEAVERHILL BLVD: MULTI-USE PATH AND NAVIN  
DRAIN CAST-IN-PLACE CONCRETE CULVERT**

**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 BISHOP GRANDIN BLVD/SHOREHILL DR TO BEAVERHILL BLVD: MULTI-USE PATH AND NAVIN DRAIN CAST-IN-PLACE CONCRETE CULVERT

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 5, 2012.

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 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) Form B: Fees (Section B) in accordance with B8;
- B6.2 The Proposal should also consist of the following components:
- (a) Management Proposal (Section C) in accordance with B9;
  - (b) Technical Proposal (Section D) in accordance with B10; and
  - (c) Project Schedule (Section E) in accordance with B11.
- 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 original (marked "original") and six (6) copies for sections identified in B6.1 and B6.2.
- B6.6 Proposal format, including type of binding, font, etc., will not be regulated, except that 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.
- B6.7 Further to B6.5 and B6.6, the unbound original and copies should be submitted on standard letter size paper (8½ x 11 inches), with the exception of the project schedule referred to in B6.2(c) and the time estimates by work activity referred to in B9.3(a)(ii), which may be submitted on ledger size paper (11 x 17 inches). The proposal shall be limited to a maximum of twelve (12) pages, excluding the forms required in B6.1. Any information included in an appendix will not be evaluated.
- B6.8 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B18.1(a).

B6.9 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B6.10 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.11 Proposals shall be submitted to:

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

B6.12 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B7. PROPOSAL (SECTION A)**

B7.1 The Proponent shall complete Form A: Proposal, making all required entries.

B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than 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 Proponent 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 as identified in D5, including:
- (a) Project Planning and Preliminary Design;
  - (b) Detailed Design and Contract (Bid Opportunity) Preparation;
  - (c) Contract Administration Services; and
  - (d) 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 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.5 The Fees 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 (aqueduct and/or feedermain), Navin Drain hydrologic analysis and hydraulic assessment, or those included in B8.4. No other disbursements will be permitted.
- (a) Further to and D12.2(c)(iii) and D12.2(c)(iv), the Allowable Disbursements shall be identified separately on each invoice.
- 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 Preliminary Design shall:
- (a) be a Fixed Fee;
  - (b) include Allowable Disbursements;
  - (c) be entered in column (a) of Form B: Fees.
- B8.8 Fees associated with Detailed Design shall:
- (a) be a Fixed Fee;
  - (b) include Allowable Disbursements;
  - (c) be entered in column (b) of Form B: Fees.
- B8.9 Fees associated with Contract Administration shall:
- (a) be a Total Maximum based on Hourly Rates;
  - (b) include Allowable Disbursements;
  - (c) include Fees for supervision of any services anticipated in D5.2.2;
  - (d) be entered in column (c) of Form B: Fees.
- B8.10 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 (d) of Form B: Fees.

B8.11 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.

B8.12 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B9. MANAGEMENT PROPOSAL (SECTION C)**

B9.1 Experience of Proponent and Subconsultant firms:

(a) Proposals should describe the Proponent's experience including:

- (i) 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;
- (ii) details demonstrating the history and experience of the Proponent and Subconsultant(s) in providing programming, design, management of construction and contract administration services on a minimum of three projects of similar size and complexity;
- (iii) details demonstrating the Proponent's and Subconsultant(s)' experience relating to the services as identified in D5 Scope of Services, for this Project.

B9.2 Experience and qualifications of key personnel assigned to the project:

(a) Proposals should include, **in tabular form**:

- (i) names of key personnel assigned to the Project, who shall not be substituted without written permission from the Project Manager;
- (ii) the experience and qualifications of the key personnel assigned to the Project including:
  - job title;
  - educational background and degree(s);
  - professional affiliation(s);
  - years of experience on City of Winnipeg projects;
  - years of experience in current position; and
  - years of experience in design and construction administration.
- (iii) for each person identified, list the percentage of their time to be dedicated to the Project. Provide this information for each of the phases identified in D5 Scope of Services.

(b) Proposals should include an organizational chart for the project including each person identified in B9.2(a)(i), and their role in the Project;

(c) Proposals should include, for each person identified in B9.2(a)(i), a list of at least two comparable projects in which the person identified has played a comparable role, including the following:

- (i) description of the project;
- (ii) role of the person;
- (iii) project owner;

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

B9.2.2 Further to B9.2(c), and upon request of the project manager, the Proponent must be able to provide, for each person identified in B9.2(a)(i), two (2) current references, including telephone numbers, for each project listed.

**B9.3 Proponent's Project Management Approach:**

- (a) Proposals should include a methodology describing the Proponent'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. The methodology should identify:
  - (i) job function, including a description, for each person and group of people so identified;
  - (ii) time estimates by work activity and in total for each person identified in B9.2(a)(i).
- (b) Proposals should also address any other information that conveys the Proponent's understanding of the Project requirements.

**B9.4** Sample spreadsheets are included in Appendix C and may be utilized to assist in providing information requested in Management Proposal (Section C).

**B10. TECHNICAL PROPOSAL (SECTION D)**

**B10.1** Proposals should address the technical deliverables and associated task requirements as described in D5 Scope of Services. It should clearly identify and explain work activities and identify all assumptions and interpretations.

**B10.2** Specifically, Proposals should address:

- (a) the Proponent's practical understanding of the Project, specifically:
  - (i) the team's understanding of the broad functional and technical requirements;
  - (ii) the team's understanding of the urban design issues; and
  - (iii) the team's understanding of the Project Budget and Capital Construction Estimate.
- (b) the Proponent's technical approach and methodology to complete the Services;
- (c) the collaborative process/method to be used by the key design professionals of the team in the various design phases of the Project;
- (d) any innovation to be used to perform the services identified in D5 Scope of Services;
- (e) all activities and services to be provided by the City of Winnipeg;
- (f) the deliverables of the Project;
- (g) any assumptions made with respect to the deliverables and services identified in D5 Scope of Services;
- (h) any other issue that conveys your team's understanding of the Project requirements.

**B10.3** Methodology should be presented in accordance with the phases identified in D5 Scope of Services, as well as in PART E - SPECIFICATIONS and Appendix A - Definition of Professional Consultant Services - Engineering.

**B10.4** Details of the Scope of Services are provided in D5.

**B11. PROJECT SCHEDULE (SECTION E)**

**B11.1** Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with durations on a weekly timescale and milestone dates or events. The schedule should address each requirement as identified in D5 Scope of Services.

**B11.2** The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

## **B12. QUALIFICATION**

B12.1 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) hold and maintain, for the duration of the Project, a Certificate of Authorization from the Association of Professional Engineers and Geoscientists of Manitoba in the "Practicing Entity" category.
- (e) have or establish and staff an office in Winnipeg for the duration of the Project.

B12.2 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>

B12.3 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) meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B12.4 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.

B12.5 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.

## **B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B13.1 Proposals will not be opened publicly.

B13.2 After award of Contract, the name(s) of the successful Proponent and the Contract amount(s) 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>.

B13.3 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.

B13.4 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.

#### **B14. IRREVOCABLE OFFER**

B14.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B14.2 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.

#### **B15. WITHDRAWAL OF OFFERS**

B15.1 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.

B15.1.1 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.

B15.1.2 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.

B15.1.3 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 B15.1.3(b), declare the Proposal withdrawn.

B15.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B14.2 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.

#### **B16. INTERVIEWS**

B16.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

#### **B17. NEGOTIATIONS**

B17.1 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.

B17.2 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.

- B17.3 If, in the course of negotiations pursuant to B17.2 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.

## **B18. EVALUATION OF PROPOSALS**

B18.1 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 B12: (pass/fail)
- (c) Fees; (Section B) ..... 40%
- (d) Management Proposal; (Section C)
  - (i) Firm's Experience..... 5%
  - (ii) Individuals' experience and qualifications ..... 25%
  - (iii) Organizational approach ..... 5%
- (e) Technical Proposal; (Section D) ..... 20%
- (f) Project Schedule. (Section E)..... 5%

B18.2 Further to B18.1(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.

B18.3 Further to B18.1(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.

B18.4 Further to B18.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B18.4.1 If there is any discrepancy between the Total Fees on Form B: Fees and the sum of the Fees submitted on Form B: Fees, the sum of the Fees shall take precedence.

B18.5 Further to B18.1(d), the Management Proposal will be evaluated considering the experience of the Proponent's organization (firm) on projects of similar size and complexity, the experience and qualifications of the key personnel and Subconsultant personnel on projects of comparable size and complexity as well as the Proponent's project management approach and team organization.

B18.6 Further to B18.1(e), the Technical Proposal will be evaluated considering the Proponent's demonstrated understanding of the Project's technical and functional requirements.

B18.7 Further to B18.1(f), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, including but not limited to, any Critical Stages identified.

B18.8 Notwithstanding B18.1(d) to B18.1(f), where Proponents fail to provide complete responses to B6.2(a) to B6.2(c), the score of zero will be assigned to the incomplete part of the response.

## **B19. AWARD OF CONTRACT**

- B19.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B19.2 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.
- B19.2.1 Without limiting the generality of B19.2, 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.
- B19.3 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.
- B19.4 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B19.5 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.
- B19.6 The City may, at its discretion, award the Contract in phases.
- B19.7 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*, and the *Definition of Professional Consultant Services – Engineering*, these Supplemental Conditions are applicable to the Services of the Contract.

#### **D2. PROJECT MANAGER**

D2.1 The Project Manager is:

Ryan Cunningham, P.Eng.

Email: rcunningham@winnipeg.ca

Telephone No. (204) 391-5805

Facsimile No. (204) 986-5302

D2.2 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.

D2.3 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.

#### **D3. DEFINITIONS**

D3.1 When used in this Request for Proposal:

- (a) "Capital Construction Estimate" means the estimated value of the Construction Contract to be administered by the Consultant. The Capital Construction Estimate is only provided as an estimate of scale and scope for the Project
- (b) "Estimated Scope" means the scope of Services upon which the Project Estimate was based.
- (c) "Multi-Use Pathway" means an asphalt pathway shared by cyclists and pedestrians.
- (d) "Project Budget" means the total available funding required for a Project or Project Location, including construction (Contract) costs (based on the Estimated Scope), utility costs, Consulting Fees, and any associated costs identified in the additional comments of a project.

#### **D4. BACKGROUND**

D4.1 The Multi-Use Path and Navin Drain Cast-in-Place Concrete Culvert: Bishop Grandin Blvd/Shorehill Dr to Beaverhill Blvd Project is included in the Active Transportation Facilities, Recreational Walkways and Bike Paths – Various Locations program of the City of Winnipeg's 2011 Capital Budget, as adopted by Council on February 22, 2011.

D4.2 The construction contract to be administered by the Consultant shall include, but is not limited to:

- (a) construction of a multi-use pathway from the north side of the intersection of Bishop Grandin Blvd and Shorehill Dr to Beaverhill Blvd (approximate pathway length – 290m);
- (b) construction of a concrete sidewalk from the south end of Culloden Road to south end of Agincourt Road (approximate sidewalk length – 180m);

- (c) construction of a cast-in-place concrete culvert on the multi-use pathway alignment to provide a cyclist/pedestrian crossing over Navin Drain;
- (d) sediment and erosion control, as well as water management during construction; and
- (e) landscaping.

- D4.3 Sections of the multi-use pathway (from approximately 20m north of Navin Drain to approximately 80m north of Navin Drain, and from Navin Drain to approximately 60m south of Navin Drain) are required to be constructed on Manitoba Hydro property. The City of Winnipeg will obtain a license and temporary construction easement from Manitoba Hydro for these sections of the multi-use pathway.
- D4.4 The multi-use pathway will be constructed over the existing 1650mm aqueduct (runs east-west and is located approximately 30m south of Navin Drain) and 600mm feedermain (runs east-west and is located approximately 25m north of Navin Drain).

## **D5. SCOPE OF SERVICES**

- D5.1 The services required under this Contract shall consist of the following:
- (a) Project Planning and Preliminary Design;
  - (b) Detailed Design and Contract (Bid Opportunity) Preparation;
  - (c) Contract Administration Services; and
  - (d) Post Construction Services.
- D5.1.1 The individual expectations for each of the Project phases in D5.1 are indicated in PART E - of this RFP.
- D5.2 Within the Project phases in D5.1, the Consultant may be required to conduct the following:
- (a) site investigation (geotechnical) services;
  - (b) materials testing services;
  - (c) Underground Structures acquisitions;
  - (d) pipeline loading assessments (aqueduct and/or feedermain); and
  - (e) Navin Drain hydrologic analysis and hydraulic assessment.
- D5.2.1 Notwithstanding C8, Fees for Subconsultants engaged to perform services in D5.2 shall be payable as invoiced, plus an allowed handling fee of 5%.
- D5.2.2 Consultant Fees for supervision of Subconsultants required to perform any services in D5.2 shall be considered as a Contract Administration Service, and included with Fees proposed in B8.9.
- D5.3 The Capital Construction Estimate is \$430,000.00 and includes the works identified in D4.2.
- D5.4 Substitutions, scope revisions and/or deletions may occur and may result in an adjustment in fees as per B8.3.

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

### **D6. AUTHORITY TO CARRY ON BUSINESS**

- D6.1 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.

## **D7. INSURANCE**

- D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D7.2 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, Contractor'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;
    - (v) 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 Services. 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.
  - (b) Professional Errors and Omissions Liability Insurance including:
    - (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.
- D7.2.1 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.
- D7.3 The policies required in D7.2(a) (i) through (iv):
- (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.
- D7.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a) and D7.2(b).
- D7.5 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 D7.10.
- D7.6 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.
- D7.7 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.

- D7.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D7.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D7.8.
- D7.10 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.

## **D8. SECURITY CLEARANCE**

- D8.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
  - (b) communicating with residents and homeowners in person or by telephone;
- shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at their place of residence.
- D8.2 Prior to the commencement of any Work specified in D8.1, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor 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.
- D8.3 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 D8.1.
- D8.4 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.
- D8.5 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 D8.1.

## **D9. SAFE WORK PLAN**

- D9.1 The Consultant can not commence any Services until a Project-specific Safe-Work Plan(s) is verified as in place for the high-risk activities he may engage in prior to the commencement of a construction contract. The format is available at <http://www.winnipeg.ca/matmgt/Safety/default.stm>

## **SCHEDULE OF SERVICES**

### **D10. COMMENCEMENT**

- D10.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D10.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:

- (i) evidence of authority to carry on business specified in D6;
    - (ii) evidence of the insurance specified in D7;
    - (iii) the security clearances specified in D8;
    - (iv) evidence of the Safe Work Plan specified in D9.
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D10.2.1 Further to D10.2(a)(iii), subject to all other requirements being met, the Consultant may, upon approval of the Project Manager, commence Services prior to submitting the security clearances.
- D10.2.2 Further to D10.2(a)(iv), subject to all other requirements being met, the Consultant may, upon approval of the Project Manager, commence Services prior to submitting the Safe Work Plan.
- D10.3 The City intends to award this Contract by May 4, 2012.

## **D11. CRITICAL STAGES**

- D11.1 Further to C1.1 (tt), Total Performance for this Contract will be after the issuance of the Certificate of Acceptance for the Construction Contract, which is typically two (2) years from Substantial Performance of the Construction Contract.

## **MEASUREMENT AND PAYMENT**

### **D12. INVOICES**

- D12.1 Further to C10, the Consultant shall submit monthly invoices to the Project Manager.
- D12.2 Invoices must clearly indicate:
- (a) the City's purchase order number;
  - (b) the City's project file number;
  - (c) a breakdown of:
    - (i) Preliminary Design Fees;
    - (ii) Detailed Design Fees;
    - (iii) Contract Administration Fees including hours and hourly rates for Services provided in the invoice period;
      - (i) Allowable Disbursements shall be identified separately on each invoice.
    - (iv) Post Construction Service Fees including hours and hourly rates for Services provided in the invoice period;
      - (i) Allowable Disbursements shall be identified separately on each invoice.
    - (v) Other Project costs and Subconsultant Fees in accordance with D5.2 including the invoiced amount plus an allowed 5% handling fee. Copies of invoices must be attached.
  - (d) the amount payable with GST and MRST (as applicable) shown as separate amounts; and
  - (e) the Consultant's GST registration number.
- D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D12.4 Invoices must be submitted to the City of Winnipeg Public Works Department Finance and Administration Division at 102-1155 Pacific Avenue.

## **PART E - SPECIFICATIONS**

### **E1. DESIGN SERVICES**

E1.1 Unless otherwise specified below, Appendix A – Definition of Professional Consultant Services – Engineering – Public Works shall be applicable to the provision of Professional Engineering services for the Project.

### **E2. PROJECT PLANNING & PRELIMINARY DESIGN**

E2.1 Preliminary Design Services associated with the Contract are described in Appendix A-5.

E2.2 The Consultant is responsible for:

- (a) In consultation with the Project Manager, determining the extent to which Site investigation is required;
- (b) Field surveys;
- (c) Acquiring the historical and as-built drawings within Project limits from Underground Structures;
- (d) Review and incorporate regulatory requirements into project plan and schedule;
- (e) Engaging the services of appropriate qualified Subconsultant personnel where required, including, but not limited to:
  - (i) site investigation (geotechnical) services;
  - (ii) materials testing services;
  - (iii) Underground Structures acquisitions;
  - (iv) pipeline loading assessments (aqueduct and/or feedermain);
  - (v) Navin Drain hydrologic analysis and hydraulic assessment (including recommendations for sediment and erosion control measures, and water management during construction); and
- (f) Providing Project details and regular Project updates to the Envista right-of-way coordination system.

E2.3 Geotechnical sampling and analysis requirements for the cast-in-place concrete culvert shall be developed by the Consultant, and subject to approval by the Project Manager.

E2.4 The public participation process to be conducted by the Consultant is seen as a key component that will ensure that the Project is properly implemented, and that affected parties are able to work together to develop constructive solutions on important issues.

- (a) The public participation process should be based on IAP2 (International Association of Public Participation) principles (see <http://iap2canada.ca>), which will provide the public with balanced and objective information to assist them in understanding the project.
- (b) The work to be completed by the Consultant should consist of:
  - (i) advising on the public participation strategy;
  - (ii) identifying key stakeholders that may be impacted by the Project;
  - (iii) developing content for communications to local residents. This may include, but is not limited to, direct letters to residents, web content, press releases and summary project documents; and
  - (iv) holding targeted meetings with the public, if necessary, to make sure that any issues are addressed.

### **E3. DETAILED DESIGN & CONTRACT PREPARATION**

E3.1 Detailed Design Services associated with the Contract are described in Appendix A-6.

- E3.2 Where applicable, the designs must address:
- (a) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
  - (b) City of Winnipeg's *Transportation Standards Manual* (February 1991);
  - (c) *2010 City of Winnipeg Accessibility Design Standards* (May 2010), which is available at the following link:  
<http://www.winnipeg.ca/ppd/ud/pdf/may%202011%20revised%20wads%20final.pdf>;
  - (d) The current edition of *The City of Winnipeg Standard Construction Specifications*;
  - (e) CAN/CSA-S6-06 Canadian Highway Bridge Design Code.
- E3.3 Design drawings are required for all Public Works construction projects, unless specifically declined, in writing, by the Project Manager.
- E3.4 Designs to be submitted for review must:
- (a) Be sealed by a Professional Engineer, registered in the Province of Manitoba
  - (b) Include the pavement cross section (where applicable)
  - (c) Conform to the *Manual for the Production of Construction Drawings for the City of Winnipeg*, Works and Operations Division (November 1984).
  - (d) Allow four weeks for circulation to Underground Structures
    - (i) Ensure that separate copies are sent to affected utilities, with specific requests made for estimates, where required.
- E3.5 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*.
- E3.6 The Consultant is required to develop a construction access plan for the Project. The plan should incorporate the findings of any pipeline loading assessments completed (aqueduct and/or feedermain), and identify construction vehicle access to the site, as well as identify any pipeline protection methods (if required) for the construction period.

#### **E4. CONTRACT ADMINISTRATION**

- E4.1 Contract Administration Services associated with the Contract are described in Appendix A-7.
- E4.2 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);
- E4.3 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) Field and/or laboratory testing and verification of construction material quality;

- (d) Field measurement and verification of construction material quantities in a manner so as to minimize contract disputes;
- (e) 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;
- (f) 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);
- (g) On-going updates to the lane-closure information line as required;
- (h) Supervision of Subconsultants required to perform any services under E2.2(e);
- (i) Provision of Project details and regular Project updates to the Envista right-of-way coordination system.

## **E5. POST-CONSTRUCTION**

E5.1 Post-Construction Services associated with the Contract are described in Appendix A-8.

E5.2 The Consultant is required to provide Post-Construction Services including but not limited to:

- (a) 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.
- (b) Additional Contract Administration for maintenance (pay) items within the warranty period of the construction contract;
- (c) Resolution of deficiencies and/or outstanding warranty issues;
- (d) Submission of a final construction report within three months of Substantial Performance of the construction contract, including:
  - (i) Summary report – a brief (three to five page) description of:
    - ◆ Services accomplished, including initial and final scope of Project;
    - ◆ Multi-use pathway pavement cross-section;
    - ◆ 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 20; 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).
    - ◆ 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, where required, in accordance with the Public Works Department's As-Built Drawing Requirements for Public Works Projects (E6), within

three months of Substantial Performance of the construction contract, unless waived or amended in writing by the Project Manager.

## ADDITIONAL REQUIREMENTS

### E6. AS-BUILT DRAWING REQUIREMENTS FOR PUBLIC WORKS PROJECTS (AUGUST 2011)

- E6.1 AS-BUILT drawings are required for all Public Works construction projects, unless specifically declined, in writing, by the Project Manager.
- E6.2 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.
- E6.3 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
- E6.4 A PDF copy of all AS-BUILT drawings shall be included.
- E6.5 Two (2) copies of the AutoCAD Digital Drawings and PDF copies shall be written to a compact disk (CD) or DVD. Both copies shall be clearly labelled identifying the Project number.
- E6.6 As-built hard copy must be on Mylar paper and must be sealed by an Engineer registered to practice in the Province of Manitoba.
- E6.7 Original signed Mylar copy and the two (2) CD's shall be sent by mail or courier to:
- Attention:*
- |                         |  |
|-------------------------|--|
| City of Winnipeg        | Gary Tront, CET,   |
| Public Works Department | GIS Specialist   |
| 106-1155 Pacific Avenue | 204.471.7630   |
| Winnipeg, MB R3E 3P1    | <a href="mailto:gtront@winnipeg.ca">gtront@winnipeg.ca</a> |
- E6.8 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) Ramp
    - 4) Ramp Slope
    - 5) Ramp Curb
    - 6) Dimensions (to include all dimensions in the drawing)
    - 7) Dimensions (to include all dimensions in the drawing)
    - 8) Dimensions (to include all dimensions in the drawing)

- 3) Alley
- 4) Approach
- 7) Drainage Inlets
- 8) Elevations (min. all hi & low points)