



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 685-2013

**PROFESSIONAL CONSULTING SERVICES FOR STAGE 2 OF THE SOUTHWEST
TRANSITWAY - FUNCTIONAL DESIGN - P3 BUSINESS CASE AND VFM ANALYSIS
- PROCUREMENT - OWNER'S ADVOCATE**

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 Professional Consulting Services for Stage 2 of the Southwest Transitway - Functional Design - P3 Business Case and VFM Analysis - Procurement - Owner's Advocate

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 28, 2013.

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. SITE INVESTIGATION

B3.1 The Proponent may view the Sites without making an appointment.

B3.2 The Proponent is advised that they will be responsible for understanding the layout and characteristics of the sites, including (but not limited to) all property easements, restrictions and encumbrances existing on the Site.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Project Manager identified in D2.

B4.2 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.

B4.3 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.

B4.4 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.

B4.5 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.

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

B5. CONFIDENTIALITY

B5.1 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 thereof; 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.

B5.2 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.

B6. ADDENDA

B6.1 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.

B6.2 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.

B6.2.1 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>

B6.2.2 The Proponent 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.

B6.3 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.

B7. PROPOSAL SUBMISSION

B7.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal (Section A) in accordance with B8;
- (b) Fee Proposal (Section B) in accordance with B9;

B7.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
- (c) Project Understanding and Methodology (Section E) in accordance with B12; and
- (d) Project Schedule (Section F) in accordance with B13.

B7.3 Further to B7.1, 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.

B7.4 Further to B7.2, 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.

B7.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings, ten (10) copies (copies can be in any size format) for sections identified in B7.1 and B7.2, and a PDF file of the complete proposal.

B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should 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.

B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

- B7.8 The Proposal should be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

- B8.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B8.2 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.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 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.
- B8.4 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.
- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B8.5 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.

B9. FEE PROPOSAL (SECTION B)

- B9.1 The Proposal shall include a separate Fixed Fee for Phases I, II, and III, identified in D4 Scope of Services.
- B9.2 The Proposal should include a Fee estimate for Phase IV (P3 Owner's Advocate).
- B9.2.1 The City reserves the right to negotiate Owner's Advocate (OA) services based on the terms of this Bid Opportunity and the Proponent's submission.
- B9.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B9.4 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.
- B9.5 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b).
- B9.5.1 If any materials testing, soils and hazardous materials investigation are required during construction, they shall be considered an extra to the Contract.
- B9.6 Notwithstanding C10.1, Fee Proposal 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.
- B9.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B10.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants with projects of similar complexity, scope and value, in the planning and design of rapid transit infrastructure, including transitways, roadways, bridges, underpasses, stations, park & ride facilities, passenger information systems, transit priority measures, traffic operations, traffic signals, active transportation facilities, sign structures, and land drainage;
 - (b) details demonstrating the knowledge and experience of the Proponent and Subconsultants in transit operations analysis and planning, travel demand modelling, transit demand and ridership forecasting, traffic operations analysis, traffic signals analysis, and traffic simulation modelling;
 - (c) details demonstrating the knowledge and experience of the Proponent and Subconsultants in Cost-Benefit Analysis, Environmental Assessment and Public Consultation;
 - (d) details demonstrating the history and experience of the Proponent and Subconsultants in managing Public Private Partnerships (P3).
- B10.2 For each project that demonstrates the history, knowledge and experience of the Proponent and Subconsultants listed in B10.1, the Proponent should submit:
- (a) description of the project;
 - (b) role of the consultant;
 - (c) project's original contracted construction cost and final construction cost;
 - (d) design and construction schedule (anticipated Project schedule and actual Project delivery schedule, showing design and construction separately);
 - (e) project owner;
 - (f) reference information (two current names with telephone numbers per project).

B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B11.1 Describe your approach to overall team formation and coordination of team members.

B11.1.1 Include an organizational chart for the Project.

B11.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of comparable size and complexity, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, experience in P3 projects, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.

B11.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project).

B11.4 The Proposal should include:

- (a) for each person identified in B11.2, an estimate of the number of hours to be assigned to each staff person for each task in accordance with the Scope of Services identified in D4.
- (b) a summary of the per diem rate for each staff person assigned to the tasks. See Appendix E.

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B12.1 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.

B12.2 Methodology should be presented in accordance with the Scope of Services identified in D4.

B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B12.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of transit operations issues;
- (c) the team's understanding of traffic operations, traffic signals, and active transportation issues;
- (d) the team's understanding of land drainage, urban development, urban design, and environmental issues;
- (e) any other issue that conveys your team's understanding of the Project requirements.

B13. PROJECT SCHEDULE (SECTION F)

- B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key staff), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services and D9.
- B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the Project. Reasonable times should be allowed for completion of these processes.

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 any surveying or 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. ELIGIBILITY

- B15.1 Any organizations participating in this Project as a Proponent will be deemed ineligible to participate in the potential P3 construction of Stage 2 of the Southwest Transitway, either as a Proponent, Subconsultant, or member of a consortium.
- B15.2 Any organizations participating in this Project as a Subconsultant on Phase I only (as outlined in D4 and Appendix C), will remain eligible to participate in the actual P3 construction of Stage 2 of the Southwest Transitway, either as a Proponent, Subconsultant, or member of a consortium.
- B15.3 Any organizations participating in this Project as a Subconsultant on Phase II, III and IV (as outlined in D4 and Appendix C), will be deemed ineligible to participate in the actual P3 construction of Stage 2 of the Southwest Transitway, either as a Proponent, Subconsultant, or member of a consortium.
- B15.4 Various organizations provided investigative services with respect to this Project. In the City's opinion, this relationship or association does not create a conflict of interest or will not likely create a perception of conflict of interest because of this full disclosure and related information. The organizations are:
- (a) Dillon Consulting Ltd. has provided services with respect to both the Southwest Transitway and the Eastern Rapid Transit Corridor. In the City's opinion, this relationship or association does not create a conflict of interest or will not likely create a perception of conflict of interest because of this full disclosure and related information. The services provided are: preliminary design study of Stage 1 of the Southwest Transitway (2006), lead consultant for the design and construction of Stage 1 of the Southwest Transitway, as well as
 - (i) Southwest Transitway Stage 2 Alignment Study; and
 - (ii) the Pembina Highway Underpass Preliminary Design Report.
- B15.5 The *Southwest Transitway Stage 2 Alignment Study (Southwest Rapid Transit Corridor – Stage 2 Alignment Study)* is available at:
- <http://winnipegtransit.com/en/inside-transit/futuredevelopment>.
- B15.6 The *Pembina Highway Underpass Preliminary Design Report* is available upon request of the Project Manager identified in D2.
- B15.6.1 The *Pembina Highway Underpass Preliminary Design Report* will only be available on or after August 14, 2013. As soon as the document is available, those who have been approved to receive access will be sent an email including a link to the document.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B16.1 Proposals will not be opened publicly.
- B16.2 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/>
- B16.3 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.
- B16.4 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.

B17. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such 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.

B18. WITHDRAWAL OF OFFERS

- B18.1 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.
- B18.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.
- B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B19. NEGOTIATIONS / BEST AND FINAL OFFER PROCESS

- B19.1 The City, in its sole discretion, reserves the right to interview and/or negotiate with any Proponent submitting a responsive Proposal, at any time after the Submission Deadline and prior to the expiration of the proposal validity period.
- 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 Proponent(s) with lower evaluated points. Negotiations may be concurrent and will involve each Proponent individually.
- B19.3 The City may request a best and final offer from any Proponent with whom it negotiates.
- B19.4 If in the course of negotiations, the Proponent submits a best and final offer which amends or modifies its Proposal, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.
- B19.5 The City will conduct all negotiations in accordance with the principals of fairness and good faith, in an effort to obtain the best Proposal for the City. The City will not share any proprietary information from one Proponent's Proposal with any other Proponent. The City shall incur no liability to any Proponent as a result of negotiations conducted in accordance with B19.

B19.6 Upon completion of negotiations and receipt of any best and final offer(s), the City will evaluate the Proposals received in accordance with the evaluation criteria set out in the RFP. If an award is made, it will be made to the Proponent determined to have the most advantageous Proposal, as originally submitted or as revised in accordance with B19.

B20. NON-CONFORMING SUBMISSIONS

B20.1 Notwithstanding B7, with the exception of B2.2, if a Proponent's Submission is not strictly in accordance with any provision of this RFP, the City may, at its option:

- (a) waive the non-conformance if, in the City's opinion, the non-conformance is immaterial; or
- (b) reject the Submission as non-responsive if, in the City's opinion, the non-conformance is material.

B20.2 If the non-conformance is an omission, the City may, at its discretion, give the Proponent up to five (5) Business Days to supply the omitted material.

B20.3 If the requested information is not submitted by the time specified in B20.2, the Submission may be determined to be non-responsive.

B21. EVALUATION OF PROPOSALS

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

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B14: (pass/fail)
- (c) Fee Proposal, Phase I, II, III; (Section B) 20%
- (d) Experience of Proponent and Subconsultants; (Section C) 25%
- (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) 10%

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B21.4 Further to B21.1(c), Fee Proposal will be evaluated based on Fees submitted for Phases I, II, and III, in accordance with B9.

B21.4.1 Any Fee Proposal appearing to be inappropriately proportioned between the Fees for Phase I, II, and III may be determined to be non-responsive and rejected by the Award Authority in its sole discretion, acting reasonably.

B21.5 Further to B21.1(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.

B21.6 Further to B21.1(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.

- B21.7 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B21.8 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B21.9 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide complete responses to B7.2(a) to B7.2(d), the score of zero will be assigned to the incomplete part of the response.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B22.4 The City intends to award Phase I and II together.
- B22.5 Phase III shall only proceed at the City's sole discretion and if all of the following conditions are met:
- (a) Application for funding to P3 Canada is approved
 - (b) Provincial funding support is secured by the City of Winnipeg
 - (c) Winnipeg City Council approves funding for the Project
- B22.6 Phase IV shall only proceed at the City's sole discretion and if the following condition is met:
- (a) Award of P3 contract is successful.
- B22.6.1 The City reserves the right to negotiate final details of Phase IV, Owner's Advocate (OA) services based on the terms of this Bid Opportunity and the Proponent's submission.
- B22.7 Further to Paragraph 6 of Form A: Proposal and C4, the successful Proponent will be provided with Contract documents for execution following issuance of a Letter of Intent.
- B22.8 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

B23. POTENTIAL FOR FUTURE CONTRACTS

- B23.1 The City of Winnipeg, in its sole discretion, after consideration of the Consultant's performance on RFP 685-2013, may negotiate and enter into contracts with the Consultant, to undertake the work associated with Phase III and IV, without a public bid solicitation. The City will provide terms and conditions and other details if it initiates negotiations with the Consultant. No compensation will be provided to the Consultant for participating in this negotiation. The City of Winnipeg will be under no obligation to initiate negotiations or enter into subsequent contracts, and may choose to issue a public bid solicitation for the Work with respect to Phase III and IV.

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:

Bjorn Radstrom, P. Eng.

Manager of Service Development

Email: bradstrom@winnipeg.ca

Telephone No. 204-986-5743

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.

D2.4 Proposal Submissions must be submitted to the address in B7.10

D3. BACKGROUND

D3.1 For information on the Project background, refer to:

(a) Appendix A – Rapid Transit General Background

(b) Appendix B – Southwest Transitway

D4. SCOPE OF SERVICES

D4.1 The Consultant shall undertake the following major Phases of work:

I. Functional Design – Southwest Transitway Stage 2.

II. Business Case and Value for Money Assessment for P3 Canada funding application

III. Assist the City with P3 RFQ & RFP Development, Procurement;

IV. P3 Owner's Advocate (OA)

D4.2 The above listed major categories of work are described further in Appendix C – Scope of Services. Within Appendix C, the term "P3 Proponent" refers to the successful consortium who will undertake the design-build-finance-maintain Project.

D4.3 Phase III shall only proceed at the City's sole discretion and if all of the following conditions are met:

(a) Application for funding to P3 Canada is approved

(b) Provincial funding support is secured by the City of Winnipeg

(c) Winnipeg City Council approves funding for the Project

D4.4 Phase IV shall only proceed at the City's sole discretion and if the following condition is met:

- (a) Award of P3 contract is successful.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 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 Consultant's own use, or for the use of any third party.
- D5.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D5.3 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.
- D5.4 A Consultant who violates any provision of D5 may be determined to be in breach of Contract.

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 \$5,000,000 for each occurrence or accident with a minimum \$5,000,000 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) 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).
- 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.

SCHEDULE OF SERVICES

D8. COMMENCEMENT

- D8.1 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.
- D8.2 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;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D8.3 The City intends to award this Contract by September 9, 2013.

D9. CRITICAL STAGES

D9.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

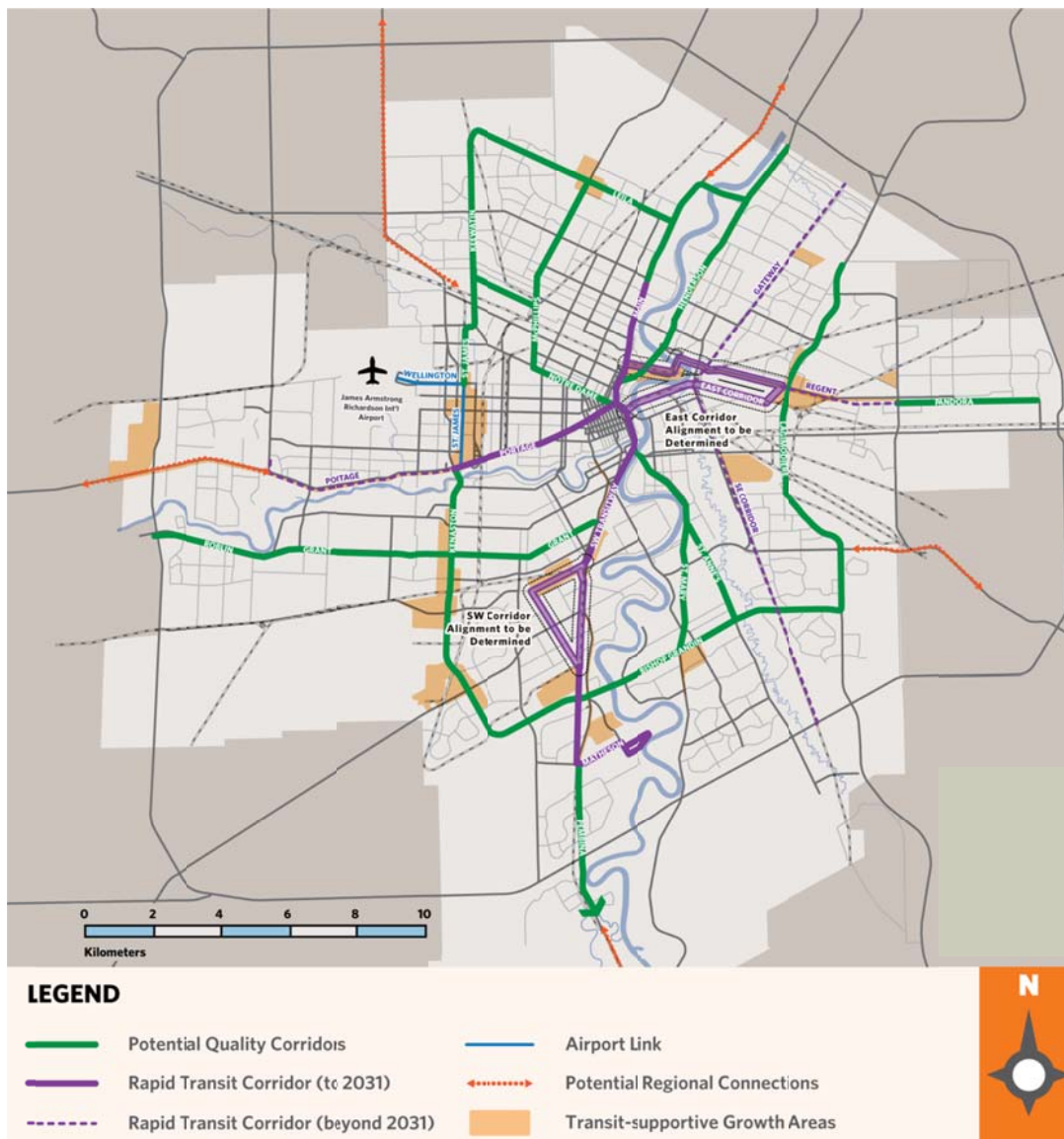
- (a) The Consultant shall complete the public consultation by January 31, 2014;
- (b) The Consultant shall complete a capital cost estimate with an accuracy of +/- 15% (to the satisfaction of P3 Canada) by February 14, 2014. P3 Canada's costing procedures are expected to be outlined in the forthcoming P3 Canada costing guide.
- (c) The Consultant shall complete the environmental impact statement and the cost-benefit analysis by February 14, 2014.
- (d) The Consultant shall complete the P3 Business Case for the City's submission to P3 Canada, including the required cost estimates, by February 28, 2014.
- (e) The Consultant shall complete all tasks associated with this bid opportunity, including the submission of final reports and drawings to Winnipeg Transit, by August 31, 2014.

APPENDIX A – RAPID TRANSIT GENERAL BACKGROUND

The City of Winnipeg’s official plan, *OurWinnipeg*, as well as the associated Transportation Master Plan, call for the development of a city-wide rapid transit system. The planned rapid transit corridors are illustrated below. The goals of the rapid transit system are to encourage a modal shift to transit, to reduce emissions in heavily travelled corridors, to provide opportunities for transit oriented development, to support the revitalization of downtown, and to reduce the requirements for parking in densely developed parts of the city.

Stage 1 of the Southwest Transitway (between downtown and Pembina & Jubilee) opened for service on April 8, 2012. Rapid Transit service is currently operated by the new buses, and is completely integrated with the rest of the Winnipeg Transit route network. A total of 13 routes use all or a portion of the Southwest Transitway, serving a catchment area covering the southwest quadrant of the city.

The priorities for the continued development of the rapid transit network are Stage 2 of the Southwest Transitway (between Pembina & Jubilee and Bison Drive/University of Manitoba) followed by Stage 1 of the Eastern Transitway (between Downtown and Crossroads Station).



Source: Winnipeg Transportation Master Plan

APPENDIX B – SOUTHWEST TRANSITWAY BACKGROUND

The Southwest Transitway is a transit corridor between the University of Winnipeg (Balmoral Station) and the University of Manitoba (Dafoe & Gillson), and includes the following components:

1. An integrated set of existing and new transit priority measures over which rapid transit services are provided between downtown and the southwestern part of the city. The priority measures include:
 - a. Graham Avenue Transit Mall
 - b. Diamond lanes on Main Street between (Main & Graham to QE Way & Stradbrook)
 - c. High-speed transit corridor between Queen Elizabeth Way & Stradbrook and Pembina & Jubilee
 - d. High-speed transit corridor between Pembina & Jubilee and Bison Drive/University of Manitoba
 - e. Diamond lanes and other transit priority infrastructure where necessary
 - f. Transit signal priority signalized Intersections where necessary

Items a to c are already constructed and in use. Items d to f are included in the scope of the Project.

2. New stations on the transitway portion of the corridor and upgraded stations at major on-street transit stops. These stations are to be fully integrated with adjacent land uses and other transportation facilities, and are to exhibit excellence in urban design.
3. Park & Ride facilities at locations that provide convenient access for automobile access/egress and that can be efficiently served by rapid transit routes.
4. New, innovative vehicles that use state-of-the-art technology and provide a high level of passenger comfort.
5. Real-time passenger information at stations and on board the rapid transit vehicles.
6. Active transportation facilities in close proximity to the transit corridor and fully integrated with the stations.
7. A comprehensive marketing strategy that identifies the rapid transit service as a high quality transit brand.

APPENDIX C – SCOPE AND DESCRIPTION OF WORK TO BE UNDERTAKEN

I. Functional Design – Southwest Transitway - Stage 2

The functional design of Stage 2 the Southwest Transitway is to include the following tasks. All work is to be based on Alignment 1B (aka the Parker/Hydro alignment), as shown in the Southwest Rapid Transit Corridor – Stage 2 Alignment Study, and approved by City Council on March 20, 2013.

1. **Data Collection**
 - a. Assembly and review of existing plans and data, including any required update to existing functional plans
 - b. Topographic survey
 - c. Base plan preparation
 - d. Geotechnical investigation
 - e. Visual inventory of existing lands

2. **Preliminary Transitway Design along the selected alignment from Jubilee to Bison Drive/University of Manitoba**
 - a. Land use review (including compatibility with Our Winnipeg Complete Communities, the Transportation Master Plan, the City of Winnipeg Transit Oriented Handbook and any relevant precinct plans, area master plans or major site redevelopment plans)
 - b. Review and update of design reports completed in the past
 - c. Review of transitway design concepts and layouts (including station locations and layouts, park & ride requirements, landscaping and lighting requirements)
 - d. Analysis of crossings of the CN railway tracks and the Transitway, including any required grade separations or signalization at crossings
 - e. Analysis and preliminary design of access/egress locations, including a connection to Sterling Lyon Parkway
 - f. Analysis and preliminary design of potential bus loops and bus staging areas
 - g. Analysis and preliminary design of options for entering/exiting the University of Manitoba campus and servicing the Investors Group Field Stadium (in consultation with the University of Manitoba and the Winnipeg Blue Bombers Football Club, and in accordance with the University of Manitoba campus plan)
 - h. Overview of the advantages and disadvantages (including additional costs) of constructing the access to the University of Manitoba/Investors Group Field as the first phase of this project
 - i. Design of access to the University of Manitoba/Investors Group Field as the first phase of this project, including a bus staging area and transit station at Investors Group Field
 - j. Analysis of transit priority measures on the street system (where necessary), at transitway access/egress locations and on access roads connecting the transitway to the University of Manitoba campus
 - k. Analysis of the need for, and preliminary design of, grade separations where the transitway alignment crosses railways, major roadways or other obstacles. This shall include the incorporation of the widening of Pembina Highway through the Jubilee Underpass (including the associated railway bridge) concurrently with the construction of Stage 2 of the Southwest Transitway. *Please consult the Pembina Highway Underpass Preliminary Design Report* (see B15.6).
 - l. Analysis and preliminary design of active transportation infrastructure along the transitway alignment (should include pedestrian and cycling infrastructure along the transitway as well as connections to intersecting and nearby parallel pedestrian and cycling routes)
 - m. Consultation with the City of Winnipeg Active Transportation Coordinating Group (ATCG) and the Active Transportation Advisory Committee (ATAC) regarding all aspects of AT along the Transitway

- n. Analysis and preliminary design of land drainage requirements along the transitway, including coordination with the City of Winnipeg Water & Waste Department's ongoing Cockburn-Calrossie Combined Sewer Relief Project.
- o. Analysis and preliminary design of transitway geometry and grades
- p. Analysis and preliminary design of structural options and alternatives
- q. Verification of property requirements for all railway, utility, Crown and private lands
- r. All of the above tasks must take into account the ability to convert the transitway from a facility for bus rapid transit (BRT) to light rail transit (LRT) at a future date

3. Preliminary Station Design

- a. Consultation with the City of Winnipeg Department of Planning, Property & Development regarding station area design and the land-use context of station placement, with the intention of maximizing TOD opportunities
- b. Location and design of stations on the transitway, including site analysis, architectural scale, urban design, pedestrian access/egress, park & ride, integration with rapid transit and regular transit operations, integration with existing and planned development and integration with active transportation facilities
- c. Consultation with the City of Winnipeg Access Advisory Committee regarding the accessibility and placement of stations and adherence to the City of Winnipeg's Universal Design Policy and Accessible Design Standards
- d. Design of upgrades to major on-street stations, including at the University of Manitoba, the Investors Group Field stadium, and along access roads to the University of Manitoba used by transit buses
- e. All of the above tasks must take into account the ability to convert the transitway from a facility for bus rapid transit (BRT) to light rail transit (LRT)

4. Environmental Assessment

- a. Environmental assessment on the selected alignment
- b. Preparation of an environmental impact statement for the Southwest Transitway - Stage 2 for submission to the Province of Manitoba and the obtainment of an Environmental Act License for this project.

5. Public Consultation Program

- a. Design and deliver a public consultation program aimed at gathering feedback throughout the process of functional design study. The consultation program is to facilitate input from community stakeholders, City staff, community residents, property owners and business owners, and municipal officials.
- b. Identify options for consulting with the public and receiving stakeholder input in a structured manner, and recommend a preferred option for stakeholder / public consultation. The public consultation program should incorporate 'best practice' approaches, and be consistent with International Association for Public Participation (IAP2) principles and spectrum of public participation (<http://www.iap2.org/>)
- c. Lead and implement the stakeholder and public consultation processes and for facilitating discussion at each of the major points in the process.
- d. Prepare and produce all public and stakeholder presentation and consultation materials, coordinate consultation events and document of the results.
- e. Support the City in preparing a Communication Strategy for the project and refine the messages, tools, and techniques so that they are appropriate at the key milestone stages of the project. This will include posting information to a project website created managed by the City. The Consultant will supply information to be included in the communication materials including electronic copies of original graphics, illustrations, images, concepts, etc., in high-resolution electronic format.

6. Capital Cost Estimate

- a. Preliminary capital cost estimate for the chosen alignment including, but not limited to, transitway, stations, park & ride lots, active transportation facilities, railway costs, utilities, etc.
- b. As outlined in D9.1, capital cost estimates must be done to +/-15% accuracy (to the satisfaction of P3 Canada) by February 14, 2014. The procedure for achieving this level of cost accuracy is expected to be outlined in P3 Canada's forthcoming costing guide. In general terms, the procedure is expected to require the Consultant to produce a capital cost estimate to an accuracy of +/-25%, and to then engage a cost consultant/quantity surveyor to further refine the estimate to +/-15%. Any fees associated with engaging the cost consultant/quantity surveyor are the sole responsibility of the Consultant.

7. Cost-Benefit Analysis

- a. Cost-benefit analysis, taking into account cost of service provision, travel time savings, reliability improvements, efficiency improvements, increase in size of service catchment area, increase in ridership, potential for new development opportunities.

8. Implementation Schedule and Construction Staging Plan

- a. Detailed Project Timeline
 - i. Preliminary Design Process
 - ii. Procurement Process (RFQ, RFP, selection of P3 proponent)
 - iii. Construction
- b. Plan for the incorporation of the widening of Pembina Highway (including the associated railway bridge) through the Jubilee Underpass
- c. Coordination with all authorities involved the ongoing Cockburn-Calrossie Sewer Relief Project to include, but not limited to:
 - i. Detailed Design Process and construction time schedules,
 - ii. Procurement and delivery schedules for all materials and equipment required,
 - iii. All construction activities, including other utilities affected by construction,
 - iv. Any commissioning services required,
 - v. Site restorations.

9. Final Report and Recommendations

- a. Recommended alignment elements
- b. Functional design plan
- c. Right-of-way plans and property requirements
- d. Updated cost estimates
- e. Project report

10. Preparation for P3 Project

- a. Prepare a preliminary design criteria package that will be used to furnish sufficient information to permit P3 proponents to prepare responses to the RFQ and RFP. The design criteria package, based on the results of the functional design study, will include performance based and prescribed criteria for the construction project, including legal description of the site, survey information concerning the site, environmental impact study, geotechnical survey, interior space requirements, material quality standards, schematic layouts and drawings, and conceptual design criteria of the project, costs or budget estimate, design and construction schedules, site development requirements, provisions for utilities, and parking requirements.

Note: The design criteria package will ensure that the Southwest Transitway - Stage 2, the widening of Pembina Highway through the Jubilee Underpass, and all associated works (including land drainage) meet the City's established targets and

design requirements. The design criteria are intended to depict the overall intent of the project in terms of general design concept of the transitway and roadways, and the required performance of civil, structural, mechanical, plumbing, fire protection, electrical and other building systems of any associated works. Documents are preliminary in nature and are not intended to indicate or describe the scope of work required for the full performance and completion of the project.

The P3 proponent and its consultants are intended to be the architects/engineers of record and as such are responsible for complying with all code regulations, government requirements and industry standards and shall be responsible for the proper execution, completion and turnover of the work.

II. Business Case and Value for Money Assessment for P3 Canada Funding Application

The Consultant shall provide the City with consultant services and P3 expertise to develop a business case submission to P3 Canada to support the City's funding application:

1. Business case development to support the selection of the best project delivery model, including the development of a risk assessment matrix through a risk assessment workshop
2. Preliminary VFM assessment at the business case stage
3. Preparation of a final Business Case Report and supporting documentation for the City's submission to P3 Canada by February 28, 2014, following the procedure outlined by P3 Canada in the *P3 Business Case Development Guide*.

III. Assist the City with P3 RFQ & RFP Development, Procurement

Phase III timeline to be determined based on the outcome of Phase I, Phase II and the P3 Canada funding application. Phase III tasks may include, but are not necessarily limited to:

1. General procurement advice for the RFQ and RFP
2. Be available as subject matter experts throughout the procurement process
3. VFM reports updated periodically during the procurement process as well as a final VFM report at financial close
4. Final Project Report posted on the City's website at the completion of the procurement
5. Advice regarding the commercial terms in the Project Agreement, including
 - Risk allocation and analysis
 - Financing structure of the project.
6. Providing benchmarks from other jurisdictions regarding the current Canadian P3 market
7. Derive performance-based design specifications and technical requirements for inclusion in the RFQ and RFP processes, based on the functional design study
8. As required, updates to Project cost estimates
9. Finalize a design criteria package used to furnish sufficient information to permit P3 proponents to prepare responses to the RFQ and RFP. The design criteria package, based on the results of the functional design study, will include performance based and prescribed criteria for the construction project, including legal description of the site, survey information concerning the site, environmental impact study, geotechnical survey, interior space requirements, material quality standards, schematic layouts and drawings, and conceptual design criteria of the project, costs or budget estimate, design and construction schedules, site development requirements, provisions for utilities, and parking requirements.

Note: Please refer to Phase I Item 10a for additional notes regarding the design criteria package.

10. Assist the City with the preparation of a Request for Qualification (RFQ) for a Design-Build-Finance-Maintain public-private partnership (P3) through the City of Winnipeg Materials Management Division.
11. Assist the City with the selection of a short list of P3 proponents to participate in the Request for Proposal stage of the selection of the P3 proponent.
12. Assist the City with the preparation of a Request for Proposal (RFP) for short listed P3 proponents using a two stage submission process through the City of Winnipeg Materials Management Division.
13. Assist the City with the P3 bid review and make recommendations on requests for equals/alternatives.
14. Assist with the preparation of Addenda to Bid Opportunity Documents.
15. Assist with pre-bid meetings and site tours as required.
16. Make recommendations and assist with the selection of the successful P3 proponent, assist in contract negotiations.
17. Confirm Project Schedule.

IV. P3 Owner's Advocate (OA)

In the role of OA, the Consultant will oversee all aspects of the construction of Stage 2 of the Southwest Transitway to be undertaken by the successful P3 proponent. Phase IV OA tasks may include, but are not limited to:

1. General OA Tasks

- a. Establish protocol for all communication issues between the City and the successful P3 proponent throughout the Project.
- b. Prepare Project policies and procedures to be distributed to all team members.
- c. Using the P3 project schedule, monitor Project progress including all activities, milestones, responsibilities, deliverables and time lines for each Project activity
- d. Assist, as necessary, with the procurement process.
- e. Establish appropriate levels of review and approvals for all Project deliverables.
- f. Guide the Project team in the identification of risks and, where appropriate, contingency plans.
- g. Ensure Project team members, including the City's Project Manager and the P3 proponent, understand the established project methodology and gain commitment from all team members on activities and deliverables identified in the plan.
- h. Structure the Project into manageable sub-entities.
- i. Chair regular Project meetings and provide minutes.
- j. Arrange and coordinate the procurement, expediting and quality control of all required materials, equipment and services supplied by the City.
- k. Resolve Project disputes in a timely manner;
- l. Provide follow-up contact information and warranties for the City.

2. Construction OA Tasks

- a. Manage construction implementation for conformity with project requirements including detailed scheduling and coordination, management of inspection, administration of construction changes, approvals of progress claims, completion certificates, management of deficiency and warranty work, commissioning, operating manuals and record documentation.
- b. Ensure the P3 proponent provides acceptable public consultation sessions with area residents at conceptual and final design stages to allow input into the early stages of the design and to provide information on the final design.
- c. Review the design and ensure conformity with the project requirements and budget, and administer design changes.

- d. Participate in value engineering review, suggest alternatives, evaluate them and assist the City in decisions on alternatives to best meet the project requirements and budget.
- e. Identify to the Project Manager the impact (time, quality, cost) of proposed changes, so that the Project Manager may make well-informed decisions whether or not to proceed with the proposed changes.
- f. Continuously review and assess the status of the actual cost, projected costs to complete, and schedule.
- g. Prepare regular financial reports identifying expenditures and cost projections to completion.
- h. Prepare and review Proposed Change Notices and Change Orders
- i. Review contractor pricing and prepare Change Orders
- j. Ensure the P3 proponent is meeting zoning, legal, permit, geotechnical, environmental requirements at all stages of the project.
- k. Construction inspection and review
- l. Progress reports / evaluation
- m. Process Certificates for Payment
- n. Interpretation of Contract documents
- o. Review of shop drawings product data / samples
- p. Structural, Mechanical, Electrical, Civil, Landscape, Data/Communication, Security Systems Inspection / Reports
- q. Review commissioning issues with Commissioning Agent(s)
- r. Monitor and report on the progress of construction activities in relation to established schedules.
- s. Monitor compliance with the Building Code, Health and Safety and other applicable regulations.
- t. Ensure the P3 proponent has obtained all required final approvals and inspections, including procurement of an Occupancy Permit.
- u. Assemble and review all necessary Project close-out information: statutory declarations, warranties, as-built drawings, manuals etc. Resolve deficiencies.
- v. Substantial Performance Report and Certification.

3. Post-Construction OA Tasks

- a. Project Inspection
- b. Deficiency Assessment
- c. Instructions for Correction of Deficiencies
- d. Review of Warranties
- e. Total Performance Inspection and Certification
- f. Start-up Assistance
- g. Warranty Inspections
- h. Building Analysis and Reports
- i. Systems Performance Review
- j. Review quality and completeness of Operation and Maintenance Manuals and resolve deficiencies.
- k. Advise on timing of final payment and release of holdback monies.
- l. Final inspection and acceptance.
- m. Assist with identifying and addressing building and bus servicing process equipment problems during the warranty period.

APPENDIX D – REFERENCE DOCUMENTS

City of Winnipeg Documents

Southwest Rapid Transit Corridor – Stage 2 Alignment Study

Available at: <http://winnipegtransit.com/en/inside-transit/futuredevelopment>

Pembina Highway Underpass – Preliminary Design Report *(see B15.6)*

P3 Canada Documents

P3 Business Case Development Guide

Available at: <http://www.p3canada.ca/information-and-resources.php>

Public-Private Partnerships – A Guide for Municipalities

Available at: <http://www.p3canada.ca/information-and-resources.php>

Province of Manitoba – Environmental Act License Documents

Environmental Assessment and Licensing under The Environment Act

http://www.gov.mb.ca/conservation/eal/publs/info_eal.pdf

Environmental Assessment and Licensing Process (flowchart)

http://www.gov.mb.ca/conservation/eal/publs/eal_flowchart.pdf

Environment Act Proposal Report Guidelines

http://www.gov.mb.ca/conservation/eal/publs/info_eap.pdf

Environment Act Proposal Form

http://www.gov.mb.ca/conservation/eal/publs/eap_form.pdf

APPENDIX E – PERSON-HOURS & ENGINEERING FEES FORM

