



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 467-2014

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE
FUNCTIONAL DESIGN STUDY FOR CPR YARDS CROSSING BETWEEN MCPHILLIPS
STREET AND SALTER STREET**

Proposals shall be submitted to:

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

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
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PART B - BIDDING PROCEDURES

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

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Project Manager	1
D3. Background	1
D4. Scope of Services	2
D5. Functional Design Study	3
D6. Definitions	5
D7. Ownership of Information, Confidentiality and Non Disclosure	5

Submissions Prior to Start of Services

D8. Authority to Carry on Business	6
D9. Insurance	6

Schedule of Services

D10. Commencement	7
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PART E - SECURITY CLEARANCE

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

Appendix A – Definition of Professional Consulting Services - Engineering

Appendix B – CPR Yards Functional Crossing Study Area

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE FUNCTIONAL DESIGN STUDY FOR CPR YARDS CROSSING BETWEEN MCPHILLIPS STREET AND SALTER STREET

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 4, 2014.

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

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

B3. ENQUIRIES

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

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

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

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

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

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

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

B4. CONFIDENTIALITY

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

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

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

B5. ADDENDA

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

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

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

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

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

B6. PROPOSAL SUBMISSION

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

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

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

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

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

B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

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

B6.6 Further to B6.5, the Proposal shall be no more than 35 pages, exclusive of the required forms, cover page and table of contents. A total of five of the thirty five pages may be presented on 11"x17" paper with the copies only with the intent for those pages to be used for tables or figures. Failure to adhere to the page limitation may render the Proposal non-responsive.

B6.7 Further to B6.6, the minimum font height shall be 10pt.

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

B7. PROPOSAL (SECTION A)

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

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

B8. FEES (SECTION B)

B8.1 The Proposal shall include a Fixed Fee for all disciplines and Scope of Services identified in D4 and D5.

B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B8.3 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.

B8.4 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, Underground Structures drawing acquisitions, public open house logistics, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation, or those included in B8.3. No other disbursements will be permitted.

B8.4.1 Further to B8.4, the Contract Award shall include, in addition to the Total Bid Price, an allowance for the costs of any site investigation (geotechnical) services, Underground Structures acquisitions, public open house logistics, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation in the amount of up to 15% of the Total Bid Price;

B8.5 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.

B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B9.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing planning and design, management of construction and contract administration services on up to two projects of similar complexity, scope and value.

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

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

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

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

B10.1 Proposals should include, in tabular form:

- (a) Names of key personnel assigned to the Project, who shall not be substituted without written permission from the Project Manager;
- (b) The experience and qualifications of the key personnel assigned to the Project including: job title, educational background and degrees, professional affiliation, years of experience on projects administered for the City of Winnipeg, years of experience in current position, years of experience in planning and design, and years of experience in contract administration services.

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

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

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

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

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

- (i) Describe the job function for each person and group of people so identified;
- (ii) Provide a Responsibility Assignment Task Matrix that provides time estimates by work activity and in total, including hourly rates for each person identified in B10.1(a). This matrix will demonstrate the Proponent's understanding of the levels of effort required to successfully complete the project;
- (iii) Describe the methods of control to monitor and complete the assignment within budget and on time. As a minimum, monthly reports, in a format acceptable to the City, shall be submitted with all invoices. These reports shall clearly identify any current or anticipated budget or scheduling issues.
 - (i) All monthly reports shall include a list of each person charging time to the Project and the percentage of those people's efforts relative to the current monthly statement and overall project to date.
- (iv) The method of quality assurance and controls to ensure the City receives a quality project that meets our expectations.

B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4 and D5.

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

B11.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the urban design issues;
- (c) the team's understanding of transportation corridor planning and design issues;
- (d) any innovation to be used for perform the Scope of Services identified;
- (e) all activities and services to be provided by the City;

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

B11.5 For each person identified in B10 list the percent of time to be dedicated to the Project with respect to work load on other projects internal and external to the City in accordance with the Scope of Services identified in D4 and D5.

B12. PROJECT SCHEDULE (SECTION F)

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

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

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

- (a) Completion of the Study in approximately one year from the date of award.

B13. QUALIFICATION

B13.1 The Proponent shall:

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

B13.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

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

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (f) upon request of the Project Manager, the Security Clearances as identified in E1

B13.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B13.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's or Subconsultant's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's or Subconsultant's equipment and facilities are adequate to perform the Services.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B14.1 Proposals will not be opened publicly.

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

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

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

B15. IRREVOCABLE OFFER

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

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

B16. WITHDRAWAL OF OFFERS

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

B16.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

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

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

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

B16.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B17. INTERVIEWS

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

B18. NEGOTIATIONS

B18.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B18.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

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

B19. EVALUATION OF PROPOSALS

B19.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B13: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 5%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 30%
- (g) Project Schedule. (Section F) 5%

B19.2 Further to B19.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

- B19.3 Further to B19.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B19.4 Further to B19.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B19.5 Further to B19.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B19.6 Further to B19.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Proponent and Subconsultant Key Personnel on Projects of comparable size and complexity.
- B19.7 Further to B19.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B19.8 Further to B19.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B19.9 Notwithstanding B19.1(d) to B19.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.

B20. AWARD OF CONTRACT

- B20.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B20.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B20.2.1 Without limiting the generality of B20.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B20.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B20.4 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.
- B20.4.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B20.5 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.

B20.6 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:

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

Email: ssuderman@winnipeg.ca

Telephone No. 204 986-6963

Facsimile No. 204 986-7020

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

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

D3. BACKGROUND

D3.1 The Arlington Bridge over the CPR Yards is nearing the end of its useable service life.

D3.2 In October 2011 City of Winnipeg Council approved the Transportation Master Plan (TMP) which identified the Arlington Bridge location as a medium-term major road network improvement.

D3.3 In 2013, Capital Budget funding was approved for a CPR Yards Functional Crossing Study.

D3.4 The purpose of this Study is to develop a cost effective functional plan to be implemented in conjunction with the decommissioning of the existing Arlington Bridge.

D3.5 The proposed CPR Yards Functional Crossing Study area should at a minimum include the areas shown in Appendix B. This minimum study area includes the review and analysis of the Inkster Boulevard and McPhillips Street intersection. A higher resolution electronic drawing of the study area as well as information on existing water distribution facilities are available upon request from the Project Manager identified in D2. The proponent may be required to enter into a confidentiality and sharing agreement with the City of Winnipeg prior to release of that drawing and related information.

D3.6 It is currently estimated that the Arlington structure will reach the end of its service life in 2020 and will require decommissioning at that time. That date is subject to change based on annual inspections and assessments. The City will determine annually if additional maintenance is required or feasible to meet the projected 2020 service life date or possibly exceed it by a few years.

D3.7 Rehabilitating the existing structure is not considered feasible. The existing Arlington Bridge is posted for a maximum vehicular loading of 9.1 Tonnes which is not adequate to support large truck loads of any significance including school or Transit buses. The approach spans are very steep and is a deterrent for some users.

D3.8 Supporting social and economic conditions and growth will be weighted high during the comparison of crossing options during this project. Bridges function as a transportation link between neighborhoods for pedestrians, cyclists, buses, freight movement and cars and the

placement can greatly impact social connections, the ability for businesses to grow, and the ability for vulnerable users to make direct connections between their origins and destinations.

- D3.9 It is anticipated that there will be no changes to the existing part time truck route designation along Arlington Street off of the existing bridge, post implementation.
- D3.10 If any water distribution facilities are identified for relocation during the study they should be planned for relocation to within the right-of-way.
- D3.11 The current McPhillips Street Underpass Pump Station will be undergoing a detailed visual inspection this year.
- D3.12 The Combined Sewer Overflow (CSO) study for this area is not yet complete. That work (by others) should be identified prior to the preliminary design phase of the preferred route and those works, if any, can be integrated into the functional design of the chosen crossing of the CPR Yards.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of a functional route study for the crossing of the CPR Yards between McPhillips Street and Salter Street as outlined in D4 and D5.

D4.2 Project Goal

- (a) In the context of the Arlington Bridge coming to the end of its useable service life, the goal of the study is to identify and evaluate various alignment options for a newly located crossing or improvement(s) to an existing crossing(s) of the CPR yards to determine with confidence the optimal solution to present for political approval of the alignment.

D4.3 Objectives

- (a) To identify all risks, costs, and implications associated with each alignment alternative so that the rationalization behind the recommended route is transparent to the public and the elected officials.
- (b) To engage and include the public throughout the project process in a meaningful way.
- (c) To determine the costing and scheduling requirements well in advance of the decommissioning of the existing Arlington Bridge to be proactive in ensuring that pedestrian, cycling and vehicle traffic continues to be accommodated appropriately post decommissioning in a timely and well managed manner.

D4.4 Current Options

At a minimum, the Study needs to consider the following options either individually or in combination:

- (a) Construct a new crossing on the existing Arlington Bridge alignment. The sensitivity here will be the number of lanes on the structure and how the new bridge connects with Logan Avenue and Dufferin Avenue while meeting current design standards. Construction staging and whether or not a new crossing can be constructed while maintaining the existing traffic flow are also factors.
- (b) Construct a new pedestrian and cycling bridge on the existing Arlington Bridge alignment possibly utilizing portions of the existing bridge piers. This will still require the bridge to be raised to accommodate modern railway clearance requirements. The sensitivity here is the loss of 'eyes on the street' that aids in pedestrian and cyclist security.
- (c) Expand the McPhillips Street Underpass to 6-lanes. The sensitivities here will be the extension of the on-peak diamond lanes, vertical clearance issues and related utility relocations.
- (d) Investigate a new crossing connecting the Sherbrook Street and McGregor Street corridors. The sensitivity here is associated with developing a new crossing across the CP

yards and altering traffic flow patterns. The cost-benefit to this option is not known at this time. This alignment was also not supported by the public in seventies and is expected to be sensitive today. This alignment may make sense from a traffic route perspective because it would eventually connect Chief Peguis Trail to HSC and south to Portage Avenue. The limit for the functional geometric design for improvements should not extend past William Avenue for this option.

- D4.5 Functional design shall include the options or a combination of those identified in D4.4 at a minimum and describe further options that will be studied.
- D4.6 Confirm the scope of work required using professional engineering judgement as part of the proposal submission.
- (a) Proponents are to describe as part of the proposal submission all tasks and activities to achieve the goals and objectives listed in D4.2 and D4.3.
- D4.7 Proponents are to describe as part of the proposal submission all tasks and activities for their proposed public engagement and consultation program.
- D4.8 The RFP will not be prescriptive in the requirements for the tasks associated with D4.6 and D4.7 because the Proponents are to design their proposed workplan based on their experience and expertise. It will also allow the RFP reviewers to evaluate the submitted understanding of the complexities and sensitivities associated with the potential locations of the crossing.

D5. FUNCTIONAL DESIGN STUDY

- D5.1 Professional Engineering Services applicable to the work are defined in Appendix A.
- D5.2 Where applicable and at a minimum, designs must address:
- (a) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
- (b) The draft 2012 update to the City of Winnipeg's *Transportation Standards Manual* (Previous version February 1991);
- (c) City of Winnipeg's *Accessibility Design Standards* (May 2010);
- (d) City of Winnipeg's *Universal Design Policy* (October 16, 2001);
- (e) The City of Winnipeg Cycling Map latest edition;
- (f) The City of Winnipeg Motor Vehicle Noise Policies and Guidelines (1982);
- (g) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009);
- (h) City of Winnipeg's Tree Removal Guidelines;
- (i) The current edition of The City of Winnipeg Standard Construction Specifications;
- (j) Transport Canada Draft RTD 10 Road/Railway Grade Crossings (October 2002);
- (k) Transport Canada Canadian Railway-Roadway Grade Crossing Standards, latest edition;
- (l) Transport Canada Railway-Roadway Grade Crossing Policy, latest edition.
- D5.3 Where applicable, bridge designs must address:
- (a) AREMA Manual for Railway Engineering
- (b) CAN/CSA-S6-06 Canadian Highway Bridge Design Code
- D5.4 Where applicable, other structures must address:
- (a) The current edition of the *Manitoba Building Code*;
- (b) AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals;
- (c) AASHTO Roadside Design Guide, 4th Edition.

- D5.5 The following documents are to be considered where applicable.
- (a) OurWinnipeg (adopted July 12, 2011);
 - (b) OurWinnipeg Sustainable Transportation Strategy (adopted July 12, 2011);
 - (c) Winnipeg Transportation Master Plan (adopted November 16, 2011).
- D5.6 Develop a series of goals and performance measures consistent with City of Winnipeg policies and planning documents including those identified in D5.5 to guide the design process.
- D5.7 Conduct an on-site survey and visual inspection of relevant existing infrastructure within the project limits to establish the condition and confirm location of existing roadways, railways, structures, sewers and major drains, utilities, etc. in line with a functional level study.
- D5.8 The project will have its macro traffic modelling performed in-house by the Transportation Division and the micro simulations are to be performed by the successful consultant. The projected traffic design year will be 2034. Our transportation model assumptions were verified by the Transportation Division to be adequate to support the traffic flow requirements for the proposed new structure that will be designed to last 75 years. The traffic study will consider volumes generated by the significant expected growth in the north west quadrant of the City to assess the impact to the regional movement of people and goods.
- (a) Either Synchro or PTV Software can be used to model the study area.
- D5.9 Review the operation and safety of all intersections within the subject area, and recommend modifications, realignments, closures or other improvements as required.
- D5.10 Review vehicular access management and pedestrian accommodation issues within the study area and investigate alternatives for local street, public lane, and private approach realignments or closures as required.
- D5.11 Provide a recommendations for active transportation facilities within or adjacent to the study area, including connections to established and proposed cycling routes and active transportation facilities.
- D5.12 Consider existing and future transit operations.
- D5.13 Identify significant risks and appropriate mitigative strategies for each option.
- D5.14 Incorporate Universal Design Principles into the functional design.
- D5.15 Land use and transportation integration including the potential impact to existing lands are to be considered in the study.
- D5.16 Investigate and identify environmental and regulatory approval requirements.
- D5.17 In consultation with CPR, develop a detailed demolition staging plan for the removal of the existing bridge (or elements of) including a related Class 3 cost estimate.
- D5.18 Provide draft webpages and regular updates for the Public Works project website including appropriately formatted images and PDF copies of meeting notices, advertisements, drawings and other relevant documents during the study period.
- D5.19 Prepare a project schedule for the implementation for the new crossing and a construction staging plan.
- D5.20 All costs estimates associated with the various route options are to be Class 4. Bridge alternatives shall consider life cycle costing.
- D5.21 Review available land drainage studies, determine the impact of proposed improvements upon existing capacity, and identify any additional drainage facility requirements of the proposed options. Identify the need to relocate/redirect any sewers or surface drainage facilities within the study area and define new alignments and costs.

- D5.22 The potential relocation of the water distribution and sewer facilities on McPhillips will need to be studied to determine if they require upgrading or relocation to accommodate a new underpass depth and configuration.
- (a) The City will aid in water distribution modeling for any feeder mains once the consultant has determined the functional options under consideration.
 - (b) Consideration to the operations for shut-offs are to be considered.
- D5.23 Review all above ground and below ground utilities and identify necessary improvements, upgrades, relocations or required condition assessments and associated estimates.
- D5.24 Develop evaluation criteria to compare route options to be reviewed by the Project Steering Committee.
- D5.25 Prepare all necessary property requirement drawings and cost estimates. Prepare all right-of-way definition drawings.
- D5.26 Present to and/or meet with Committees of City Council. Assume one presentation to Council.
- D5.27 Prepare reports documenting the functional design process and recommended design. Six (6) hard copies shall be submitted along with an electronic PDF version properly bookmarked.
- D5.28 The City will provide the following items and support:
- (a) Services provided by the City shall include, but are not necessarily limited to the following:
 - (i) TransCAD Transportation planning model output or an executable version of the model will be provided to assist in the development of future traffic projections for the various alternatives.
 - (b) The following information will be provided:
 - (i) Construction record and utility drawings.
 - (ii) Aerial photography.
 - (iii) Draft versions of the proposed Cycling Network.
 - (iv) Right-of-Way base (AutoCAD LBIS) with available utility layers.
 - (v) Traffic counts – historical counts and additional counts as required.
 - (vi) Historical collision data.
 - (vii) Engineering studies – structural, sewer district, traffic impact etc.
 - (viii) 2007 Household Travel Survey data for Winnipeg.
 - (ix) Additional items if available and deemed appropriate and beneficial to the successful completion of the project.

D6. DEFINITIONS

- D6.1 When used in this Request for Proposal:
- (a) "Class 3 Estimate" means an estimate with an expected accuracy within +30% to -20%.
 - (b) "Class 4 Estimate" means an estimate with an expected accuracy within +50% to -30%.

D7. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D7.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.
- D7.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D7.3 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.

D7.4 A Consultant who violates any provision of D7 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D9. INSURANCE

D9.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D9.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

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

D9.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.

D9.3 The policies required in D9.2(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.

- D9.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D9.2(a).
- D9.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D9.10.
- D9.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D9.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D9.8 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.
- D9.9 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 D9.8.
- D9.10 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

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 D8;
 - (ii) evidence of the insurance specified in D9;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D10.3 The City intends to award this Contract by July 25, 2014.

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

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