



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 732-2014**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE  
FUNCTIONAL DESIGN OF THE WILLIAM R. CLEMENT PARKWAY EXTENSION FROM  
GRANT AVENUE TO MCGILLIVRAY BOULEVARD**

**Proposals shall be submitted to:**

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

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE FUNCTIONAL DESIGN OF THE WILLIAM R. CLEMENT PARKWAY EXTENSION FROM GRANT AVENUE TO MCGILLIVRAY BOULEVARD

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 17, 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 tables, charts, drawings and schedule and six (6) bound 8.5" x 11" copies (tables, charts, drawings and schedule in copies only may fold out but be 11" high) for sections identified in B6.1 and B6.2.

B6.6 Further to B6.5, the Proposal shall be no more than 30 pages, exclusive of the required forms, cover page, table of contents, tables, charts, drawings and schedule. Failure to adhere to the page limitation may render the Proposal non-responsive.

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

- B6.8 The Proposal should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.9 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(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/or phases identified in D4 Scope of Services.

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

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

B8.5 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.

B8.5.1 Further to B8.4, the Contract Award shall include, in addition to the Total Bid Price, an allowance for the costs of any site investigation (geotechnical) services, Underground Structures acquisitions, public 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;

B8.5.2 Further to B8.5.1, consultant fees developing, monitoring and interpreting geotechnical and environmental investigations must be included in the submitted fees of this Proposal.

B8.6 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.

B8.7 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 at least two projects of similar complexity, scope and value.

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

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

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

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

B10.1 Proposals should include, in tabular form:

- (a) Names of key personnel assigned to the Project, who shall not be substituted without written permission from the Project Manager;
  - (i) Any professional whose charge out rate equals or exceeds one hundred dollars per hour shall also be considered key personnel.
  - (ii) Substitutes or back-up personal shall not be listed in the proposal.
- (b) The experience and qualifications of the key personnel assigned to the Project is to include: job title, educational background and degrees, professional affiliation, years of 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 Proponents are to demonstrate successful experience coordinating design projects and subsequent construction of grade separations with CN Rail. Proponents must have demonstrated positive working relationships with the rail company and are expected to provide liaison support for the success of this project.

B10.4 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.

B10.5 Proposals should include, for each person identified in B10.1 a list of at least two projects comparable in complexity, scope and value; in which the person listed did comparable work and played a comparable role. Provide the following: description of the project, role of the person, project owner, and upon request of the Project Manager reference information (one current name and telephone number per project).

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

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

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



- B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4 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 the team's understanding of the broad functional and technical requirements, the team's understanding of the urban design issues, the team's understanding of transportation corridor planning and design issues, any innovation to be used for perform the Scope of Services identified, all activities and services to be provided by the City, the deliverables of the project, any assumptions made with respect to the deliverables and the Scope of Services, the City's Project methodology with respect to the information provided within this RFP and any other issue that conveys your team's understanding of the Project requirements.

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

- B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the Project. Reasonable times should be allowed for completion of these processes.
- B12.3 The Proponent's schedule shall demonstrate the following:
- (a) The Proponent's schedules shall demonstrate the total completion of the final engineering report and associated drawings within approximately 16 months of Award or sooner.

**B13. QUALIFICATION**

- B13.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract;
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
  - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- B13.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B13.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and

- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
- (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 F1

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. ELIGIBILITY**

B14.1 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) MMM Group Ltd. – Charleswood Area Transportation Study
- (b) Stantec Consulting Ltd. – Ridgewood South Mixed-Use Subdivision Traffic Impact Assessment
- (c) AECOM Canada Ltd. – Charleswood Land Drainage Study
- (d) Landmark Planning/Stantec Consulting Ltd. – Ridgewood Precinct Plan
- (e) Landmark Planning/Native Plant Solutions – Ridgewood South Precinct Biological Inventory

#### **B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the names of the 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/>.

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

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

## **B16. IRREVOCABLE OFFER**

- B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such 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.

## **B17. WITHDRAWAL OF OFFERS**

- B17.1 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.
- B17.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
  - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.
- B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B18. INTERVIEWS**

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

## **B19. NEGOTIATIONS**

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

## **B20. EVALUATION OF PROPOSALS**

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B13: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
- (f) Project Understanding and Methodology (Section E) 20%
- (g) Project Schedule. (Section F) 5%

B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.

B20.6 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Proponent's and Subconsultant's Key Personnel on Projects of comparable size and complexity.

B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.

B20.8 Further to B20.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.

B20.9 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.

## **B21. AWARD OF CONTRACT**

B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Services;
- (b) the prices are materially in excess of the prices received for similar services in the past;

- (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B21.4 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.
- B21.4.1 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).
- B21.5 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.
- B21.6 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](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.

Transportation Facilities Planning Engineer

Email: [ssuderman@winnipeg.ca](mailto: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 In October 2011, City of Winnipeg Council approved the Transportation Master Plan (TMP) which identified the extension of the William R. Clement Parkway (WRCP) between Grant Avenue and Wilkes Avenue as a medium term project and the extension of the WRCP between Wilkes Avenue and McGillivray Boulevard (and to Bishop Grandin Boulevard) as a long term project. The WRCP is identified as part of the Strategic Road Network.

D3.2 On April 25, 2012, City of Winnipeg Council approved an amendment to the TMP by moving the WRCP between Grant Avenue and Wilkes Avenue to a short term project with completion by 2016.

D3.3 In January 1988, DS-Lea Consultants prepared a Preliminary Design Study for the Charleswood Corridor which included the section of WRCP between Grant Avenue and Ridgewood Avenue. Due to changes in design standards, new developments and enhancements to other modes of transportation this Study will supersede the 1988 study.

D3.4 In March 2006 ND Lea prepared a Functional Design and Access Management Study for PTH3 – PTH 100 to Brady Road. This identified a location and preserved space for a junction with McGillivray Boulevard. The R.M. of MacDonald has developed a zoning and land use plan by-law based on this report.

D3.5 In 2002, the William R. Clement Parkway (formally the Charleswood Parkway) was constructed between Roblin Avenue and Grant Avenue.

D3.6 The Ridgewood Precinct Plan is complete and was approved on October 23, 2013.

D3.7 In anticipation of the WRCP extension to Wilkes Avenue, the City of Winnipeg has reserved land for the future alignment where possible. No land has been reserved to date from the WRCP south of Wilkes Avenue.

D3.8 WRCP is classified as an access protected expressway.

- D3.9 Manitoba Conservation and Water Stewardship have advised that this project is considered a Class 3 Development under The Environment Act and environmental assessment and licensing under the Act is required.
- D3.10 A higher resolution electronic drawing of the study area that includes aerial photos, existing City of Winnipeg concepts, and additional information are available upon request from the Project Manager identified in D2. The proponent may be required to enter into a confidentiality and sharing agreement with the City of Winnipeg prior to release of that drawing and related information.

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

- D4.1 The Services required under this Contract shall consist of an engineering design study for the extension of the WRCP between Grant Avenue and McGillivray Boulevard, and required improvements to, or realignment of, Wilkes Avenue as outlined in D4 and D5.
- D4.2 Project Objectives:
- (a) To determine the short term and long term infrastructure requirements and develop designs that that value-orientated.
  - (b) To determine and rationalize the costing (Class 3 for all components) and infrastructure requirements and sequencing to extend the William R. Clement Parkway and determine the alignment, and connection to an east-west arterial south of the CN Rail Rivers line through an engineering study that is transparent to the public and elected officials.
  - (c) To determine the required rights-of-way to preserve existing lands, establish required property and support future development.
  - (d) To engage and include the public and relevant stakeholders throughout the project process in a meaningful way.
  - (e) To identify all related risks and technical issues and develop associated mitigation strategies and solutions to ensure the physical project can be implemented efficiently.
- D4.3 The Services required under this Contract shall consist of the following major components:
- (a) Functional Design Phase – WRCP between Grant Avenue and McGillivray Boulevard and improvement to, or realignment of, Wilkes Avenue. Major solutions required include, but are not limited to:
    - (i) Wilkes Avenue needs to be investigated to determine the optimal alignment whether it be further south of the existing alignment or improved on the existing alignment. The realignment could commence at the eastern limit either east or west of Shaftsbury Boulevard/McCreary Boulevard. The western most could be as far as Charleswood Road. Potential options could have implications in terms of:
      - ◆ The ability to grade separate Shaftsbury Boulevard from the CN Rivers mainline in the future.
      - ◆ The type and configuration of intersection/grade separation between Wilkes Avenue and WRCP.
      - ◆ The configuration and operation of the connection of Wilkes Avenue, Sterling Lyon Parkway, Shaftsbury Boulevard and McCreary Road.
      - ◆ The type and configuration of grade separation of the WRCP and CN Rivers mainline.
      - ◆ Existing and future access and potential for development
      - ◆ The extent of required twinning and intersection improvements on Wilkes Avenue
      - ◆ Property Acquisition
    - (ii) Developing a grade separation of the WRCP and the CN Rail Rivers mainline. The functional design of this grade separation has to be done in unison with evaluating



Wilkes Avenue alignment options, therefore multiple structure options will need to be evaluated for various scenarios, potential examples include, but are not limited to:

- ◆ A structure could span both the rail line and Wilkes Avenue with return loop(s) to Wilkes Avenue on the existing alignment.
- ◆ Wilkes Avenue could be realigned south, only in the proximity of the WRCP with a structure spanning only the rail line with WRCP tying into Wilkes with a signal.
- ◆ Same as previous, but Wilkes Avenue could be realigned for a longer stretch, somewhere between Sterling Lyon Parkway and Charleswood Road.

Major considerations shall be given to:

- ◆ The choice between underpass and overpass alternatives.
  - ◆ Developing drainage solutions for any underpass options.
- (iii) Determining the optimal location for connecting the WRCP to McGillivray Boulevard. The City of Winnipeg's current Traffic Model anticipates increased traffic utilization of this section the closer it gets to the City. The R.M. of MacDonald is currently reserving land as identified in the 2006 ND Lea report which has WRCP tying in straight south from Wilkes Avenue along its current alignment.
- (iv) The inclusion of a pedestrian and cycling overpass over the WRCP that connects the Harte Trail. The Harte Trail is a significant trail and part of the City's Active Transportation Network and the Trans Canada Trail. This could be sited at various locations and would impact the road and intersection design and the functionality of the Trail.
- (v) An Environmental Assessment is required for this project and ensuring that the design of any road, structure, drainage or trail components mitigate any identified environmental issues and consider ecologically sensitive areas.
- (vi) A construction and implementation plan is to be developed with supportive engineering analysis to determine when and what infrastructure the City should construct, mainly through traffic requirements, value and cost benefit ratios.
- (b) Preliminary Design Phase – further develop the design of the WRCP between Grant Avenue to Wilkes Avenue to develop preliminary engineered drawings for this section of WRCP and a Class 3 costs estimate for the works in accordance as outlined in D4 and D5. This shall also include preliminary design services associated with:
- (i) WRCP between Grant Avenue and Wilkes Avenue
  - (ii) Wilkes Avenue as determined through the functional phase
  - (iii) A pedestrian and cycling overpass
  - (iv) A grade separation of the CN Rivers mainline
  - (v) A potential grade separation of Wilkes Avenue
  - (vi) All associated drainage requirements
  - (vii) Landscaping
  - (viii) Required sound attenuation devices

D4.4 The proposed study area is shown in Appendix B. As part of the RFP submission the Proponents are asked to confirm or provide commentary or confirmation to the study area as required. As it is anticipated with most projects study limits, the study area may evolve based on findings of the traffic study and associated geometric improvements.

D4.5 Confirm the scope of work required using professional engineering judgement as part of the proposal submission.

D4.6 Further to B8.3, Detailed Design, Contract Administration, and Post Construction Services are not currently within the scope of services. The City at its discretion may develop terms of reference following the completion of Preliminary Design and negotiate fees for these services with the successful proponent. The scope change would be subject to a satisfactory offer and

approval from the Award Authority. The scope change may also be for a section of the route or its entirety.

D4.7 Professional Engineering Services applicable to the work are defined in Appendix A.

D4.8 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.
- (m) AREMA Manual for Railway Engineering;
- (n) CN Guidelines for Design of Railway Structures (January 2006);
- (o) CNR Temporary Shoring Guidelines (November 2011);
- (p) CAN/CSA-S6-06 Canadian Highway Bridge Design Code plus interims.

D4.9 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, 4<sup>th</sup> Edition.

D4.10 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. FUNCTIONAL AND PRELIMINARY ENGINEERING STUDY**

D5.1 This section is a summary of minimum tasks and information that the proponent is required to perform if successful as part of the Contract. Proponents are to ensure their proposal describes how they will achieve the objectives and successful completion of the functional and preliminary design components to the satisfaction of the City of Winnipeg.

D5.2 The Services required under this Contract shall consist of Professional Engineering Services - Preliminary Design in accordance with Appendix A and in accordance with the following:

- (a) Collect relevant information from all utilities, as well as review record drawings, reports and other information that will be provided by the City, including but not limited to (all documents are available at [www.winnipeg.ca](http://www.winnipeg.ca)):
  - (i) OurWinnipeg (adopted July 12, 2011);

- (ii) OurWinnipeg Sustainable Transportation Strategy (adopted July 12, 2011);
  - (iii) Winnipeg Transportation Master Plan (adopted November 16, 2011);
- (b) Develop an engineering definition of the project requirements and a needs assessment with input from the project Technical Steering Committee.
- (c) Design and implement a logical and transparent Public Consultation Program to insure appropriate input from, and communication with the community and other stakeholders. Reference should be made to the publications of the International Association for Public Participation (IAP2) in developing the public engagement process.
- (d) Prepare a Project Schedule (schedule of goals, objectives, activities and milestones) for the project broken down to an acceptable measurable level to be able to provide comprehensive management of the project. Monitor and maintain the same in a manner acceptable to the City.
- (e) 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.
- (f) Review available sub-surface investigations. Identify need for additional testing, and implement and supervise a testing program. The geotechnical program is to consider at least:
  - (i) Groundwater analysis
  - (ii) Pavement design
  - (iii) Environmental sampling
  - (iv) Slope stability and requirements for any structures
- (g) Compile and analyse existing City traffic data and publicly available traffic studies in the area to determine base year and 2034 design year turning movement volumes. Identify locations for City to conduct additional traffic counts, if necessary, to confirm base year traffic conditions. Projections for all roadways within the subject area can be made by the City using the TransCAD based transportation planning model developed for the Winnipeg Transportation Master Plan. The model incorporates anticipated traffic generation from the development of surrounding land. The City will conduct the model runs and provide the output in the form of link volumes to the Consultant. The base year of the model is 2006 and runs can be made in five year increments to 2031. The Consultant will need to project model runs to the design year. The Consultant will need to determine if any adjustments are needed to the model results to better replicate base year volumes and project future year volumes and determine turning movement volumes based on the link volumes provided by the City. Some adjustments may be made to the base year model to improve assignment results (e.g. turn penalties). The model does not include truck traffic. The Consultant should determine how truck traffic should be evaluated as part of the project.
- (h) Review the operation and safety of all intersections within the subject area, and recommend modifications, realignments, closures or other improvements.
- (i) Review vehicular access management issues within the study section and investigate alternatives for local street and private approach realignments or closures.
- (j) Determine opening day and ultimate number of lanes for each section of WRCP and Wilkes Avenue with consideration to the developed project sequencing.
- (k) Develop a Synchro based model of the study area to identify and evaluate signal timing/capacity issues of the alignments.
- (l) WRCP and Wilkes Avenue Functional design shall also include at a minimum:
  - (i) Evaluate alignments for WRCP between Grant Avenue and Wilkes Avenue as required.
  - (ii) Evaluate alignments for WRCP between Wilkes Avenue, or the realigned Wilkes Avenue, and McGillivray Boulevard to determine optimal alignment and tie-in location with McGillivray.

- (iii) A review of the existing Wilkes Avenue alignment to determine the extent of twinning or intersection improvements required the opening day of WRCP to address operational and capacity needs.
- (iv) Review and evaluate overpass and underpass alternatives for the grade separation with CN Rail River mainline.
- (v) Realignment of Wilkes Avenue between Sterling Lyon Parkway and Charleswood Road at a location south of its existing alignment. Evaluate the realigned alternatives versus widening of the existing Wilkes Avenue right-of-way as outlined in the Charleswood Area Transportation Study. Evaluation considerations will include at a minimum how the options:
  - ◆ Affect traffic safety
  - ◆ Affect intersection operations
  - ◆ Support land development
  - ◆ Accommodate the required grade separation with the CN Rail mainline and the intersection with WRCP
  - ◆ Compatibility with a future service interchange between WRCP and Wilkes Avenue if required
  - ◆ Impact to private properties
  - ◆ Compare is capital costs
  - ◆ Ability to stage (or sequence) the whole project for several years if required
  - ◆ Access to existing properties
- (vi) Evaluation and comparison of the various Wilkes Avenue alternatives.
  - ◆ Drawings of the improvements for the existing Wilkes Avenue developed as part of the Charleswood Area Transportation Study will be made available to the successful proponent for comparing against developed alternatives.
- (m) Provide recommendations for pedestrian and cycling facilities within or adjacent to the study area, including connections to established and proposed cycling routes and active transportation facilities.
  - (i) Community impacts and connectivity shall be considered.
  - (ii) Includes pedestrian and cycling accommodation along and across the WRCP and Wilkes corridor.
- (n) Consider existing and future transit operations
- (o) Determine Right-Of-Way requirements for the WRCP and Wilkes alignment and various minor and major cross streets.
- (p) Prepare property requirement drawings and provide associated costs estimates for the required properties. Cost estimates are to be prepared by an appraisal professional as part of the consultant team.
- (q) Perform a drainage study for the WRCP corridor that is compatible with the regional drainage plan. Review available land drainage studies, determine the impact of proposed improvements upon existing capacity, and identify any additional drainage facility requirements of the proposed alignments. Provide recommendations to existing precinct plans and those under development in regards to integrated drainage requirements, if required.
  - (i) The drainage study is to determine how to drain all right-of-way corridors with consideration to future development and land drainage sewer catchment areas with respect to supporting future development.
- (r) Determine potential locations for a pump station and sizing of pumps and forcemains. It is assumed at this time that a pump station would be required for the underpass options. Additional requirements for design of lift station/pump house requirements are included in E3.

- (s) Develop structural pavement cross-section alternatives and evaluate based upon life cycle cost, maintenance requirements and other relevant factors. Perform pavement design to include two options, for various segments if necessary and for cross streets. Best and current practices in pavement design are expected. This task is to be performed by a pavement design Specialist.
- (t) Project aesthetics are to be performed by a qualified Landscape Architectural Professionals with proven successful experience in the development of preliminary aesthetic plans for greenway corridors.
- (u) Incorporate Universal Design Principles into the functional design.
- (v) Recommendations for siting the locations, access, and parking for public recreational canine facilities.
- (w) In consultation with CN Rail, determine all requirements for temporary or permanent realignment/relocation of railway infrastructure consistent with viable grade separation alternatives.
- (x) Develop a preliminary design of temporary and permanent railway alignments including documenting specification requirements for materials and performance.
- (y) In consultation with CN Rail determine acceptable railway bridge types and requirements including vertical clearances. At-grade rail crossings will not be considered.
- (z) Includes a construction staging plan for any grade separations.
- (aa) Develop preliminary bridge/structure designs consistent with viable alternatives. Additional structural requirements are included in E4.
- (bb) A Work Permit will need to be obtained from CN Rail for any work undertaken on their property. It will be the responsibility of the Consultant to obtain a current work permit and abide by all CN Rail safety regulations when working on their property.
- (cc) Utilize transportation cost-benefit analysis for the corridors major components to aid in project sequencing and alternative selection. Examples of utilizing the comparison of developed cost-benefit ratios as part of the decision making process could include:
  - (a) Bridge types
  - (b) Wilkes Avenue alignment options
  - (c) WRCP alignments between Grant Avenue and Wilkes
  - (d) WRCP alignments between Wilkes and McGillivray Boulevard
- (dd) Develop a project implementation plan that determines the sequencing of major components of the work. The plan should be broken down into manageable phases or projects. Use developed cost benefit ratios to use in conjunction with technical details and design aspects to determine how the project should be constructed initially and when appropriate extensions or upgrades are required.
- (ee) Develop a Class 3 cost estimate for each major infrastructure component as well as a total Project Estimate.
- (ff) Perform an Environmental Assessment on the selected alignment. Includes all tasks necessary for the preparation and support of an Environment Act Proposal for the William Clement Parkway Extension Project from Grant Avenue to McGillivray for submission to the Province of Manitoba and the obtainment of an Environmental Act License for this project.
- (gg) Investigate and identify any additional environmental and regulatory approval requirements for the recommended alternative to proceed to construction.
- (hh) Perform a risk assessment - identify significant risks and appropriate mitigative strategies as they relate to the successful completion of the projects implementation.
- (ii) 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.

- (jj) Produce full coloured plan, profile and perspective views of key features of the proposed design for presentation purposes.
- (kk) Chair and record minutes of Technical Steering Committee meetings.
- (ll) Prepare Working Papers for key elements, provide progress updates to the City's Project Steering Committee and record minutes.
- (mm) Design and participate in a Value Engineering exercise. Review and respond to the Value Engineering recommendations. Incorporation of the recommendations shall be included in the Proponents fees. Appropriate allowances shall be included in the Proponents fees for the participation of industry professionals. The Consultant is to bring in expert level staff that are independent to the key personnel identified on the team. The project team shall consist of a Value Engineering Professional to design and facilitate the exercise. The consultant is expected to provide the appropriate timing for this function to optimize it use.
- (nn) No safety audit will be performed as part of this work. The safety audit will occur during the detailed design phase.
- (oo) Identify locations and types of overheads signs and crash protection. This includes WRCP, Grant Avenue, Wilkes Avenue, and McGillivray Avenue. The structural design of the signage will occur during the detailed design phase.
- (pp) Review all above ground and below ground utilities and identify necessary improvements, upgrades, relocations or required condition assessments and associated estimates. Coordinate and consult with all utilities to include planned system upgrade and new plants.
- (qq) Determine the extent of sewer CCTV inspections required and undertake the inspections in accordance with E2 Sewer Televising Guidelines. Fees associated with undertaking the televising shall not be included in the Proposal Submission but will be negotiated when the extent of CCTV inspections has been determined.
- (rr) Perform a sound study where required. Provide recommendations and associated cost estimates for type of sound mitigation methods. This task is to be performed by a sound study Specialist.
- (ss) Present to and/or meet with Community Committees, Committees of City Council, City Departments, and Stakeholder groups. Assume one presentation to City Council.
- (tt) Prepare a Sealed and Signed Final Report documenting the Functional and Preliminary Design/Public Consultation process and the recommended preliminary design. Summarize the study in an Executive Summary. Provide 8 bound copies of each and 8 copies of all project reports, working papers, meeting minutes and images on CD or DVD in bookmarked, searchable PDF format. Include preliminary design engineering drawings of the recommended alternative in both AutoCAD and PDF format.
- (uu) Provide any and all associated ancillary services required to successfully complete the functional design to the satisfaction of The City of Winnipeg.

D5.3 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) Charleswood Area Transportation Study.
  - (ii) Construction record and utility drawings.
  - (iii) Aerial photography.
  - (iv) Right-of-Way base (AutoCAD LBIS) with available utility layers.
  - (v) Draft version of the proposed Cycling Network.
  - (vi) Traffic counts – historical counts and additional counts as required.
  - (vii) Historical collision data.

- (viii) Existing engineering studies – structural, sewer district, sound, traffic impact etc.
- (ix) 2007 Household Travel Survey data for Winnipeg.
- (x) 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) “WRCP” means William R. Clement Parkway
- (b) “Class 3 Estimate” means an estimate with an expected accuracy within +30% to -20%.
- (c) “TMP” means Transportation Master Plan

## **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 November 21, 2014.

### **D11. CRITICAL STAGES**

- D11.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Total completion of the final engineering report and associated drawings within approximately 16 months of Award.

## **PART E - SPECIFICATIONS**

### **E1. SEWER TELEVISION GUIDELINES**

- E1.1 The Consultant is required to assess the extent of Closed Circuit Television (CCTV) inspection for all combined, wastewater, land drainage and storm relief sewers to confirm any sewer repairs required in the right-of-way within the limits of the Project.
- E1.2 The criteria provided are general guidelines and are not intended to replace sound municipal engineering judgement specific to the individual Project scope and/or location.
- E1.3 The available sewer televising information is contained within the City of Winnipeg's Sewer Management System (SMS) application.
- E1.4 Confirm televising requirements with Project Manager.
- E1.5 CCTV inspection general guidelines:
- (a) Confirm CCTV requirements with Water & Waste Department for sewers 1050 mm and larger in diameter;
  - (b) Televising if no previous CCTV inspections have been completed;
  - (c) Re-televising sewers in Categories A/B/C/X with a Structural Performance Grade (SPG) of 3 or higher that have not been televised in the previous 5 years;
  - (d) Sewers located more than two metres from the curb line (i.e. not located under pavement) do not need to be re-televised if previous CCTV inspection data exist. If a sewer repair or renewal requiring excavation is noted, contact the WWD;
  - (e) On all street reconstructions, regardless of location of the sewer (within the right-of-way);
  - (f) If the street exhibits obvious distress at/along the underground plant;
  - (g) Of all CB leads to be reused, as part of a street reconstruction or major rehabilitation.
- E1.6 For any uncertain situations and/or locations, contact the Project Manager.
- E1.7 The Consultant is required to coordinate the sewer-televising contract and communicate the results to the Water & Waste Department. Any repairs or other activities deemed necessary from these inspections must be coordinated with the Water & Waste Department.

### **E2. PUMP HOUSE DESIGN ELEMENTS**

- E2.1 The proposed pumping station will consist of a wet well design utilizing suitable centrifugal type pumps and the following design elements:
- (a) Handle anticipated storm water runoff area appropriately sized;
  - (b) Provide a firm capacity and total capacity to accommodate a 25-year design and a 50-year design summer rainfall event;
  - (c) Vertical submersible pumps to be Flygt, ABS or equivalent;
  - (d) Provide high water alarm Flygt ball in wet well;
  - (e) Low maintenance – Graffiti resistant building exterior;
  - (f) "Sloped metal roof;
  - (g) External building access to pumps with lockable hatch covers;
  - (h) Primary and standby power supplies (by means of one Manitoba Hydro service, and one natural gas powered generator complete with transfer switch);
  - (i) Provide Arch Flash Ratings for all electrical panels and switches;
  - (j) Provide spare space on electrical panels for future upgrades;
  - (k) Three phase / 600 volt / 60 Hz electrical distribution;

- (l) Provide three phase to single phase transformer complete with single phase distribution panel;
- (m) External access to wet well for clean out purposes with lockable hatch covers;
- (n) Dual metal doors;
- (o) Security lighting on exterior building entrance;
- (p) Heating and ventilation to suit;
- (q) Soft start with separate across-the-line bypass contractors;
- (r) Sediment trap;
- (s) Floor in wet well shall slope towards pump intakes;
- (t) Rigid pipe in wet well to facilitate cleaning by vactor equipment;
- (u) Explosion proof lighting;
- (v) De-watering pump in wet well sump;
- (w) Wet well to be designed to match pump operations;
- (x) Ventilation (heated) shall be minimum 6 ACH. Ventilation system shall provide fresh air when occupied and can use up to 75% recirculated air when unoccupied;
- (y) Pump operation controls to be either Bubblers or Ultrasonic;
- (z) Pump starts to be alternated;
- (aa) Emergency back up lighting;
- (bb) Emergency exit lights to turn on and remain on for three minutes after interior station lights are turned off;
- (cc) Rising stem intake sluice gate;
- (dd) Structurally rated lifting beam;
- (ee) Gas detectors and environmental spill controls (if required);
- (ff) Superstructure to be insulated and heated;
- (gg) Metered domestic water supply equipped with backflow prevention device located above grade;
- (hh) Internal hose bibs;
- (ii) Paved access to site with hard surfaced parking area;
- (jj) Pump operation to be metered by hourly usage and amperage draws;
- (kk) Local shut off switches (unless using submersible pumps);
- (ll) Pump discharge to be capable of being metered and telemetered to City's SCADA system;
- (mm) Telephone land line required suitable for data transmission;
- (nn) Operating manual.

### **E3. SPECIFICATIONS FOR STRUCTURES**

- E3.1 All structures are to be designed for a minimum service life of 75 years.
- E3.2 Railway structures shall be designed in accordance with the latest edition of the AREMA Manual for Railway Engineering and the January 2006 revision of the CNR Guidelines for Design of Railway Structures.
- E3.3 Design and construction of shoring for any underpass options shall be carried out in accordance with CNR Guidelines dated November 2011.
- E3.4 Highway structures shall be designed in accordance with CAN/CSA-S6-06 Canadian Highway Bridge Design Code.

- E3.5 Overhead sign structure requirements will be based on current Public Works standards using AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals, latest edition plus interims and the following additional criteria:
- (i) Equation 3-1 of AASHTO Clause 3.8.1 shall be modified as follows:
    - ◆  $P_z = 2.7 q K_z C_d$
    - ◆ Where  $q$  shall be taken from CAN/CSA S6-06, Table A3.1.1 for a return period of 50 years
    - ◆ The design ice thickness for ice accretion shall be the value given in CAN/CSA S6-06, Figure A3.1.4.
- E3.6 Earth retaining structures that are not part of an underpass, overpass or drainage structures shall be designed in accordance with the latest edition of the Canadian Highway Bridge Design Code.
- E3.7 Building structures shall be designed in accordance with the Manitoba Building Code.

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 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.
- F1.1.1 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/> .
- F1.1.2 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.
- F1.2 Prior to the commencement of any Work specified in F1.1, 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.
- F1.3 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 F1.1.
- F1.4 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.
- F1.5 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 F1.1