



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 1040-2016**

**REQUEST FOR PROPOSAL FOR DESIGN-BUILD SERVICES FOR THE  
REPLACEMENT OF THE KING'S PARK PEDESTRIAN BRIDGES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR DESIGN-BUILD SERVICES FOR THE REPLACEMENT OF THE KING'S PARK PEDESTRIAN BRIDGES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 12, 2017.

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

### **B3. SITE INVESTIGATION**

B3.1 Further to C3.1, the Proponent may view the Site without making an appointment.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D2.1.

B4.2 If the Proponent finds errors, discrepancies or omissions in the proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

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

### **B5. CONFIDENTIALITY**

B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. 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.

B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B6. ADDENDA**

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>.
- B6.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B7. SUBSTITUTES**

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
  - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
  - (c) identify any anticipated cost or time savings that may be associated with the substitute;
  - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B20.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B8. PROPOSAL SUBMISSION**

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices;
- B8.2 The Proposal should also consist of the following components:
- (a) Management Proposal (Section C) in accordance with B11;
  - (b) Technical Proposal (Section D), in accordance with B12.
- B8.3 Further to B8.1, 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.
- B8.4 Further to B8.2, 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.
- B8.5 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”) including tables, charts, drawings and schedule and six (6) bound 8.5” x 11” copies (tables, charts, drawings and schedule in copies only may be 11” x 17” folded to an 8.5” x 11” size) for sections identified in in B8.1 and B8.2.
- B8.6 Proposals shall be no more than 20 pages in length; excluding required forms, covers, table of contents, drawings and schedule. Proposal format, including type of binding, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proposals must be readable. 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 and approach to the project.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B8.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B8.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.10 Proposals shall be submitted to:  
The City of Winnipeg

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

B8.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B9. PROPOSAL (SECTION A)**

B9.1 The Proponent shall complete Form A: Proposal, making all required entries.

B9.2 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.

B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 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.

B9.4 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.

B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B9.5 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.

**B10. PRICES**

B10.1 The Proponent shall state the lump sum price in Canadian funds for the Work on Form B: Prices.

B10.2 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B11. MANAGEMENT PROPOSAL (SECTION C)**

B11.1 Team formation/coordination, project management, quality control/assurance:

- (a) Describe your firm's approach to team formation/coordination, project management, and quality control/assurance.
- (b) Include an organizational chart for the Project.

B11.2 Experience of Proponent, Subconsultants, and Subcontractors firms:

- (a) Include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent, Subconsultants, and Subcontractors.
- (b) Include details demonstrating the history and experience of the Proponent, Subconsultants, and Subcontractors by referencing up to three projects each for projects of similar complexity, scope and value. For each project listed provide a description of the project; roles, project's final construction cost, design and construction schedule, project owner and references (two current names with telephone numbers).

B11.3 Experience and qualifications of key personnel assigned to the Project:

- (a) Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Proponent's Project Manager, managers of the key disciplines, lead designers, construction superintendent, and subcontractor representatives. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.
- (b) For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B11.2, provide only the project name and the role of the key person. For other projects provide a description of project, role of the person, project owner and references (two current names with telephone numbers per project).

**B12. TECHNICAL PROPOSAL (SECTION D)**

B12.1 Project Understanding:

- (a) Provide a description of the team's understanding of the functional and technical requirements, and any other issue that conveys your team's understanding of the Project requirements.

B12.2 Methodology:

- (a) Methodology should be presented in accordance with the Scope of Services identified in D5 to D7

B12.3 Proposed Design and Construction:

- (a) Proponents should present plans as part of their Proposal that meet or exceed all the requirements of this request for proposal. Proponents are required to provide a general overview of the design, including images or drawings. Proponents may choose to submit multiple bridge styles with prices for the different options. Proponents may also submit prices for different variations of one bridge style that may rank higher in terms of aesthetic appeal and/or maintenance/durability. Prices for different options shall be presented in complete separate proposals in accordance with B10. Technical soundness, aesthetics/fit with surroundings, and maintenance/durability will be key factors in evaluating the proposed options.

B12.4 Project Schedule:

- (a) Provide a carefully considered Critical Path Method schedule, using Microsoft Project or similar project management software, complete with durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services. Include critical dates for review and approval by the City and other organizations anticipated during the Project.

### **B13. DISCLOSURE**

B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B13.2 The Persons are:

- (a) N/A

### **B14. QUALIFICATION**

B14.1 The Proponent shall:

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

B14.2 The Proponent and any proposed Subconsultant and Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B14.3 The Proponent and/or any proposed Subconsultant and Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work 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) meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba;
- (e) all Engineers are to be licensed to practice in the Province of Manitoba.

B14.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant and Subcontractor.

B14.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

- B14.6 Further to B14.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent/Subconsultant/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
  - (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
  - (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

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

- B15.1 Proposals will not be opened publicly.
- B15.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/> .
- B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.
- B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

## **B16. IRREVOCABLE OFFER**

- B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

## **B17. WITHDRAWAL OF OFFERS**

- B17.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B17.1.1 Notwithstanding C23.3, 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 his/her Proposal after the Submission Deadline but before his/her 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 Contract Administrator 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 Subcontractors, if any, pursuant to B14: (pass/fail)
- (c) Total Bid Price; 40%
- (d) Management Proposal; (Section C) 20%
- (e) Technical Proposal. (Section D) 40%

**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), the Total Bid Price shall be the lump sum price shown on Form B: Prices.

- B20.5 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B20.6 Further to B20.1(d), the Management Proposal will be evaluated based on the information submitted in response to B11.
- B20.7 Further to B20.1(e), the Technical Proposal will be evaluated based on the information submitted in response to B12.
- B20.8 Notwithstanding B20.1(d) to B20.1(e), where Proponents fail to provide a response to B8.2(a) to B8.2(b), the score of zero may be assigned to the incomplete part of the response.
- B20.9 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.

## **B21. AWARD OF CONTRACT**

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, 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.
- B21.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B21.4 The City may, at its discretion, award the Contract in phases.
- B21.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B21.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.6 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Contract Administrator.
- B21.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* 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 Construction*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. CONTRACT ADMINISTRATOR

D2.1 The Contract Administrator is:

Darren Burney, P.Eng.  
Bridge Planning & Operations Engineer  
Telephone No. (204) 986-5409  
Email Address dburney@winnipeg.ca

D2.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D2.3 Bids Submissions must be submitted to the address in B8.

#### D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) **"Proponent"** means any Person or consortium submitting a Proposal Submission in response to this Request for Proposal. This is sometimes used interchangeably with the term "Bidder";
- (b) **"Design-Build"** means a project delivery method combining design and construction services into one contract;
- (c) **"Contract Administrator"** means the person authorized to represent the City in respect to the Request for Proposal and subsequent Project;
- (d) **"Contractor"** means the person undertaking the performance of the work under the terms of the Contract. This is sometimes used interchangeably with the term "Proponent", or "Design-Builder"; and
- (e) **"Subcontractor"** means a person contracting with the Contractor to perform a part or parts of the Services to be provided by the Contractor pursuant to the Contract. This is sometimes used interchangeably with the term **"Subconsultant"**

#### D4. PROJECT BACKGROUND

D4.1 Two attractive small red pedestrian bridges are situated in King's Park, which is near King's Drive and Kilkenny Drive in the southern Winnipeg. They span over a drainage channel that surrounds an artificial island in the park.

D4.2 The existing bridges are 14 m and 16 m long, respectively, x 2.5 m wide glue-laminated timber arch beam bridges with timber deck and rubber mat wearing surface and wooden guardrails. The arch beams are supported by cast-in-place concrete abutments founded on precast concrete driven piles.

D4.3 The bridges were constructed in 1982. The superstructures are in fair condition. The foundations are in good condition.

- D4.4 The near bridge in the park connects to an artificial island. On the island is a red gathering area structure that the bridges complement architecturally. The far bridge connects the island to an off-leash dog park area.
- D4.5 A number of Winnipeg'ers have taken their graduation and wedding pictures in the park with the bridges as background.
- D4.6 The bridge superstructures are steeply arched and wheelchairs have difficulty in traversing the bridges at times. An "arm's length" facility assessment of the existing park conducted in 2016 that was part of the King's Park regional park existing facility review and reinvestment strategy recommended replacement of the two pedestrian bridges. Replacement superstructures should comply to the City's accessibility guidelines.
- D4.7 The City of Winnipeg is seeking proposals from qualified contractors or engineering firms to design and construct replacement bridge superstructures that can be installed on the existing abutments.
- D4.8 Key evaluation criteria for the proposals are price, technical soundness, aesthetics/fit with surroundings, and maintenance/durability.
- D4.9 The timeframe for the project is to have the designs completed by May of 2017 and to have the constructions completed by mid-September of 2017. These timeframe are seen to be generous and there is benefit to the City to have the constructions completed earlier.
- D4.10 The approved funding for this project is approximately \$350,000 plus applicable taxes. The City will not entertain any proposals that exceed this budget.

## **D5. SCOPE OF WORK**

- D5.1 The Work to be done under the Contract shall consist of the Design-Build of the replacement of bridge superstructures on existing substructures for the two pedestrian bridges in King's Park in the City of Winnipeg.
- D5.2 The major components of the Work are as follows:
- (a) Design, as described in D6;
  - (b) Construction, as described in D7.
- D5.3 For all Phases, include any and all associated ancillary services required to successfully complete the Work to the satisfaction of The City of Winnipeg.

## **D6. DESIGN**

- D6.1 The Proponent shall examine the site conditions and existing reference information prior to developing a Design-Build proposal in order to ensure that details are appropriate for the existing conditions.
- D6.2 Proponents may propose whichever type of replacement bridge superstructure that is deemed most worthy of its location as indicated in B12.3.
- D6.3 The design shall meet the following minimum requirements:
- (a) Approximately 14 and 16 metres in length respectively for the 2 spans, and clear deck width between handrails shall be 2.5 m.
  - (b) Design in accordance with CAN/CSA-S6-14 and City of Winnipeg's 2015 Accessibility Design Standards:  
[http://winnipeg.ca/ppd/Universal\\_Design/PDF/Access\\_Design\\_Standards.pdf](http://winnipeg.ca/ppd/Universal_Design/PDF/Access_Design_Standards.pdf)
  - (c) The entire deck surface shall be finished with an all-season non-slip surface.
  - (d) Dual height handrails in accordance with the Accessibility Design Standards shall be provided.

- (e) Bearing assemblies and/or abutment modifications to be designed as required to accommodate the new superstructures.
- (f) Expansion joints at end of bridge span to provide transition to abutments and pathways.
- (g) All components used in the bridge shall be of new manufacture.

#### D6.4 Meetings

- (a) The Proponents shall have a kick off meeting and subsequent progress meetings at key times during the design phase as required to discuss issues and the progress of the project.

#### D6.5 Review of Existing Reference Information

- (a) Review existing record drawings, utility information, reports, and other information that will be provided by the City to establish relevant information. This information will be provided during the RFP period upon email request to the Contract Administrator. Confirm and supplement this information as necessary.

#### D6.6 Site Investigation

- (a) Carry out detailed on-site topographic surveys, inspections and site information gathering.

#### D6.7 Hydraulic Investigation

- (a) A hydraulic investigation is not required. The existing hydraulic openings are sufficient.

#### D6.8 Geotechnical Investigation

- (a) Perform a geotechnical investigation sufficient to confirm suitability of the existing foundations to support the proposed superstructures. It is envisioned that neither a borehole drilling program nor detailed slope stability investigations are necessary.

#### D6.9 Utility Investigation

- (a) Review existing underground structures information to confirm no utilities are present that may be affected by the construction.

#### D6.10 Property

- (a) Assess property requirements to confirm that no additional property requirement and/or construction easements are required.

#### D6.11 Regulatory Requirements

- (a) Determine regulatory approval requirements including those with City of Winnipeg Waterways, Manitoba Conservation, Manitoba Water Resources, Navigable Waters, and Department of Fisheries and Oceans (DFO), and requirements for any other regulatory approvals that may be necessary. It is envisioned that formal regulatory permits are needed.

#### D6.12 New Bridge Superstructure and Existing Abutment Modification Designs

- (a) The new bridge superstructure and modifications to the existing abutments shall be capable of supporting the pedestrian loading and maintenance vehicle loading as specified in and in accordance with CAN/CSA-S6-14.
- (b) Designs must address the City of Winnipeg's 2015 Accessibility Design Standards.
- (c) Provide appropriate bearings or modifications to the abutment seats as is necessary.
- (d) Provide appropriate expansion joint cover plates for a smooth transition from the superstructure to the abutment and pathways beyond the bridge structure as is necessary.

#### D6.13 Pathway Tie-Ins

- (a) Pathway tie-ins are to be included for a minimum 20 m on each side of the abutments.

#### D6.14 Detailed Design Package

- (a) The design and specifications shall be equal or better to the level of quality that was said that would be provided for in the Technical Proposal.
- (b) The Proponent shall submit detailed design drawing and specification packages to the Contract Administrator for review at the 75% and 100% completion stages. The Proponent shall allow 2 weeks for review.
- (c) Drawings shall also be submitted for Underground Structures review allowing 4 weeks for comments.
- (d) Drawings shall conform to the Manual for the Production of Construction Drawings for the City of Winnipeg, Works and Operations Division (November 1984):  
<http://www.winnipeg.ca/waterandwaste/pdfs/dept/constructionManual.pdf>
- (e) Specifications for Surface Works and Underground Works shall comply to the current edition of the City of Winnipeg Standard Construction Specifications:  
<http://www.winnipeg.ca/matmgt/spec/default.stm>
- (f) Specifications for Bridge Works shall be developed. Durability will be a prime consideration in the evaluation of proposals.
- (g) Design drawings and specifications must be sealed by a Professional Engineer registered in the Province of Manitoba.
- (h) After the 100% drawings have been accepted the Proponent shall provide the Contract Administrator with 2 hard copies and 1 PDF of the Issued for Construction drawings and specifications.

#### D6.15 Construction Review

- (a) The Proponent shall undertake review of construction and quality control/assurance testing to ensure construction is in conformance with the design.
- (b) The Proponent shall provide the Contract Administrator with a letter by the Engineer of Record certifying that construction conforms to the design.

#### D6.16 Record Drawings and Construction Report

- (a) The Proponent shall submit record drawings to the City prior to Total Performance, including 2 bound sets of 11x17 paper prints, PDF's of the entire set, and PDF's of individual drawings.
- (b) The Proponent shall submit 2 hard copies and a PDF copy of the final construction report prior to Total Performance, including:
  - (i) Summary report – a brief (three to five page) description of:
    - Introduction – description/summary of scope, time, and cost of project
    - Construction - description of the scope of works, key issues that arose and resolutions, changes, final or projected final construction cost
  - (ii) Appendices:
    - Photographs - typical pre-construction, during construction, and post-construction photographs
    - Cost summary
    - Change orders
    - Schedule
    - Subconsultant and Subcontractor list
    - Meeting minutes
    - Shop drawings/submittals
    - Proponent requests for information & responses from Contract Administrator
    - Contract Administrator Instructions
    - Material test reports
    - Certificate of substantial performance

- Letter of certification stating construction complies with the design
- Record drawings

## **D7. CONSTRUCTION**

D7.1 Construction to be completed by the Proponent includes, but is not limited to:

- (a) Holding weekly site meetings, as required, with the Contract Administrator and members of the Parks Division. The Proponent shall prepare and distribute meeting minutes.
- (b) Pre-construction photographic record: Prior to commencement of construction, the Proponent shall submit to the Contract Administrator a photographic record depicting the physical condition of the project site and the properties, facilities and structures adjacent to the project site.
- (c) Signage: Signs shall be installed indicating closure of certain areas to the public when work is being performed. The Proponent shall minimize closures and disruptions to the public.
- (d) Site fencing: The Contractor shall fence off and secure all work areas. A 1.5 m minimum high chain link or equivalent fence shall be used.
- (e) Existing superstructure removal and off-site disposal.
- (f) Abutment modifications, as required.
- (g) Bearing installations.
- (h) Restoration of areas immediately under the bridge including the replacement of any "sandbox" areas with topsoil and seed.
- (i) New bridge superstructure erection/construction.
- (j) Pathway tie-in construction, for minimum 20 m each side of abutments.
- (k) Site cleanup and restoration.

D7.2 Construction Phase Submittals/Shop Drawings: The Proponents shall review construction phase submittals and shop drawings to ensure compliance with the design. The Contract Administrator shall be copied on all construction phase submittals and shop drawings.

D7.3 Quality Control/Assurance: During construction, the Proponent is responsible for:

- (a) Ensuring persons with demonstrated experience are assigned to the Project for its duration, with key personnel changes only upon approval of the Contract Administrator.
- (b) Acquiring all materials required for this project and ensuring the materials comply with the design and specifications.
- (c) Ensuring their construction activities conform to the drawings and specifications.
- (d) Performing all construction layout in conformance with the drawings, and shall be responsible for the true and final proper layout of the Works including position, levels, dimensions and alignment
- (e) Arranging for and carrying out of testing and acceptance of materials ensuring all the quality control requirements are met.

D7.4 Changes: Materials and dimensions shown in the accepted design documentation shall not be changed without approval of the Contract Administrator. Where the Proponent wishes to make changes, it is the responsibility of the Proponent to notify the Contract Administrator of any contract non-compliance with respect to the materials and methods to be supplied and to submit documentation of the changes for approval.

## **D8. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D8.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

- D8.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D8.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor 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.
- D8.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

## **D9. NOTICES**

- D9.1 Notwithstanding C23.2.2, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg  
Chief Financial Officer

Facsimile No.: 204 949-1174

- D9.2 Bids Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B8.**

## **D10. FURNISHING OF DOCUMENTS**

- D10.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Request for Proposal. If the Contractor requires additional sets of the Request for Proposal, they will be supplied to him at cost.

## **SUBMISSIONS**

### **D11. AUTHORITY TO CARRY ON BUSINESS**

- D11.1 The Contractor 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 Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D12. SAFE WORK PLAN**

- D12.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D12.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>.

### **D13. INSURANCE**

- D13.1 The Proponent shall provide and maintain or cause it's Contractor and Consultant to provide and maintain the following insurance coverage:

- (a) Wrap-up liability insurance, in the joint names of the City, Proponent, Contractor, all Subcontractors, Consultants and sub-consultants and all others having an insurable interest in the Work in the amount of at least two million dollars (\$2,000,000.00) per occurrence and five million dollars (\$5,000,000).general aggregate, covering bodily injury, personal injury, property damage, and products and completed operations. Such liability policy to also contain a cross-liability clause, sudden and accidental pollution, demolition, non-owned automobile liability, and twenty-four months (24) completed operations, to remain in place at all times until Total Performance of the Work. Defence costs must be in addition to the limits of insurance. Any professional liability exclusion for supervisory or inspection activities shall be limited to services provided by architects, engineers, surveyors or design professionals. The City as a named insured must have the right to make a claim directly to the insurer
  - (b) Broad form builder's risk insurance insuring 100% of the total Contract Price, written in the names of the Proponent, Contractor and the City at all times during the performance of the Work and until the date of Substantial Performance. The City as a named insured must have the right to make a claim directly to the insurer.
  - (c) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. 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;
  - (d) Professional liability covering all architects and engineers and other design professionals and consultants involved in the Work in an amount not less than one million dollars (\$1,000,000) per claim. Such policy is endorsed to include an extended reporting period of twelve (12) months after Total Performance.
  - (e) Contractor's Pollution/Environmental (CPL/EIL) liability insurance in an amount not less than one million dollars (\$1,000,000) per loss and in the aggregate. The policy shall be written in the names of the Proponent, City, Contractor and all other parties having an insurable interest in the Work and shall include first and third-party injury and property damage claims, clean-up costs, transported cargo as a result of pollution conditions arising suddenly or gradually from the Proponent operations and completed operations.
  - (f) Property insurance for equipment and tools used in the Work that may be owned, rented, leased or borrowed.
- D13.2 Deductibles shall be borne by the Proponent and/or Contractor and shall be to a maximum of \$25,000 any one loss.
- D13.3 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D13.4 The Proponent shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D13.5 The Proponent shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D13.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

#### **D14. PERFORMANCE SECURITY**

- D14.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or

- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D14.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D14.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

## **D15. DETAILED WORK SCHEDULE**

D15.1 The Contractor shall provide the Contract Administrator with a detailed construction work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.

D15.2 The detailed construction work schedule shall consist of the following:

- (a) a Gantt chart for the Work based on the C.P.M. schedule acceptable to the Contract Administrator.

D15.3 Further to D15.2(a), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

## **SCHEDULE OF WORK**

### **D16. COMMENCEMENT**

D16.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D16.2 The Contractor shall not commence any design Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D11;
  - (ii) evidence of the workers compensation coverage specified in C6.15;
  - (iii) the Safe Work Plan specified in D12;
  - (iv) evidence of the insurance specified in D13;
  - (v) the performance security specified in D14;
- (b) the Contractor has attended a commencement meeting with the Contract Administrator.

D16.3 The Contractor shall not commence any construction Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) the detailed work schedule specified in D15.
- (b) the Contractor has attended a preconstruction meeting with the Contract Administrator.

D16.4 The City intends to award this Contract by February 17, 2017.

D16.4.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

**D17. CRITICAL STAGES**

- D17.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) 75% design drawings and specifications submitted to the Contract Administrator for review by April 30, 2017.
  - (b) 100% design drawings and specifications submitted to the Contract Administrator for review by May 31, 2017.
  - (c) Commencement of material procurement and shop fabrication by June 30, 2017

**D18. SUBSTANTIAL PERFORMANCE**

- D18.1 The Contractor shall achieve Substantial Performance by September 15, 2017.
- D18.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D18.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

**D19. TOTAL PERFORMANCE**

- D19.1 The Contractor shall achieve Total Performance by October 15, 2017.
- D19.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D19.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

**D20. LIQUIDATED DAMAGES**

- D20.1 If the Contractor fails to achieve Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Calendar Day for each and every Calendar Day following the days fixed herein for same during which such failure continues:
- (a) Substantial Performance – five hundred dollars (\$500);
  - (b) Total Performance – five hundred dollars (\$500).
- D20.2 The amounts specified for liquidated damages in D20.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve Substantial Performance or Total Performance by the days fixed herein for same.
- D20.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

## **CONTROL OF WORK**

### **D21. JOB MEETINGS**

- D21.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D21.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

### **D22. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

- D22.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

### **D23. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

- D23.1 Further to B14.6, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B14.6.

### **D24. SAFETY**

- D24.1 Further to C6, the Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D24.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D24.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
  - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
  - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
  - (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
  - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
  - (f) fire hazards in or about the Work are eliminated.

### **D25. SITE CLEANING**

- D25.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
- D25.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.

D25.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

## **D26. DEFICIENCIES**

D26.1 Further to C11, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:

- (a) the Work is not being, or will likely not be, performed satisfactorily; or
- (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

D26.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.

D26.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.

D26.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D26.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

## **MEASUREMENT AND PAYMENT**

### **D27. PAYMENT**

D27.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D28. WARRANTY**

D28.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D28.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D28.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

**FORM H1: PERFORMANCE BOND**  
(See D14)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

\_\_\_\_\_ ,  
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

RFP NO. 1040-2016

REQUEST FOR PROPOSAL FOR DESIGN-BUILD SERVICES FOR THE REPLACEMENT OF THE  
KING'S PARK PEDESTRIAN BRIDGES

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNED AND SEALED**  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D14)

\_\_\_\_\_  
(Date)

The City of Winnipeg  
Legal Services Department  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY – RFP NO. 1040-2016

REQUEST FOR PROPOSAL FOR DESIGN-BUILD SERVICES FOR THE REPLACEMENT OF  
THE KING'S PARK PEDESTRIAN BRIDGES

Pursuant to the request of and for the account of our customer,

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding  
in the aggregate

\_\_\_\_\_ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

\_\_\_\_\_  
(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

\_\_\_\_\_  
(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)