



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 662-2016

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
CONCEPTUAL DESIGN OF THE PROPOSED SOUTH WINNIPEG RECREATION CAMPUS**

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 CONCEPTUAL DESIGN OF THE PROPOSED SOUTH WINNIPEG RECREATION CAMPUS

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, December 15, 2016.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

- B3.1 Proponents may view the Site without making an appointment.
- B3.2 The City strongly suggests that Proponents visit the Site.
- B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Site visit unless that information or interpretation is the Proponent's direct observation, or is provided by the Project Manager in writing.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Project Manager identified in D2.
- B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.
- B4.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.
- B4.6 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.
- B4.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

B5. CONFIDENTIALITY

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or

disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt 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 Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B6. ADDENDA

B6.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B6.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.2.2 The Proponent is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. PROPOSAL SUBMISSION

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

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

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

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

B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B7.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.

- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.4(a).
- B7.8 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.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB. R3B 1J1
- B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

- B8.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. FEES (SECTION B)

- B9.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services. The Base Fee for Service and disbursements should not exceed \$225,000 (CAD.)
- B9.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B9.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B9.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B9.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B9.5 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B10.1 Proposals should include:
- (a) details describing a multi-disciplinary team with proven experience in recreation planning, architecture, and urban design; as well as business and operational planning for shared use recreation campus projects or similar. Please outline the history and experience of the Proponent and any Subconsultants in providing site analysis, conceptual site design, including scheduling and cost estimating, for up to three projects of similar complexity, scope and value.
 - (b) evidence of stakeholder engagement experience and public consultation capabilities;
 - (c) inclusion of any specialized expertise which may be relevant including:
 - (i) recreation services analysis;
 - (ii) capital planning for public sector and/or non-profit projects;
 - (iii) recreation planning in the public sector;
 - (iv) school site design and planning;
 - (v) transportation engineering/planning in public transit access, transit terminal design (esp. within other Canadian cities), school site design (transportation specifically), active transportation, shared parking, etc.;
 - (vi) aquatic facility design / operation in a comparable climate; and/or
 - (vii) shared infrastructure evaluation, design and operation.
- B10.2 For each project listed in B10.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the consultant;

- (c) project's original contracted cost and final cost;
- (d) project schedule (anticipated Project schedule and actual project delivery schedule, showing major components separately);
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project).

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

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

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

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

B11.1.1 Include an organizational chart for the Project.

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

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

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

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

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

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

B12.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the planning and design issues;
- (c) the proposed Project budget;
- (d) the City's Project methodology with respect to the information provided within this RFP; and
- (e) any other issue that conveys your team's understanding of the Project requirements.

B12.5 For each person identified in B11.2, list the person hours and hourly rates (Table 1, Appendix B) to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B13. PROJECT SCHEDULE (SECTION F)

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

B14. DISCLOSURE

- B14.1 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.
- B14.2 The Persons are Braid Solutions Inc.
- B14.3 Additional Material:
- (a) South Winnipeg Recreation Initiative: Stakeholder Consultation & Recommendations, Final Report. October 31, 2014
 - (b) South Winnipeg Recreation Campus Planning and Feasibility Project, Project Charter, October 24, 2016

B15. QUALIFICATION

- B15.1 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.
- B15.2 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>
- B15.3 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, high-level budget and time estimating for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
 - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B15.4 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.

B15.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 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/>.

B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B18.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and

- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B19. INTERVIEWS

B19.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

B20.1 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.

B20.2 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.

B20.3 If, in the course of negotiations pursuant to B20.2 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.

EVALUATION OF PROPOSALS

B20.4 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 B15: (pass/fail)
- (c) Fees; (Section B) 20%
- (d) Experience of Proponent and Subconsultants; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 30%
- (g) Project Schedule. (Section F) 10%

B20.5 Further to B20.4(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.

B20.6 Further to B20.4(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.

B20.7 Further to B20.4(c), Fees will be evaluated based on Fees submitted in accordance with B9.

- B20.7.1 Further to B20.4(c), the Award Authority may reject a Bid as being non-responsive if it exceeds the budget as shown on Form B: Prices.
- B20.8 Further to B20.4(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar scope and complexity as well as other information requested.
- B20.9 Further to B20.4(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable scope and complexity.
- B20.10 Further to B20.4(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach, team organization and breakdown of hours as per Table 1, Appendix B.
- B20.11 Further to B20.4(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B20.12 Notwithstanding B20.4(d) to B20.4(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B20.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

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 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.
- B21.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).

- B21.7 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.
- B21.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

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:

Jennifer Hansell, Senior Urban Designer, City of Winnipeg

Email: jhansell@winnipeg.ca

Telephone No. 204 986-3203

Facsimile No. 204 986-3624

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 B7.10

D3. BACKGROUND

D3.1 The development of the neighborhoods of Waverley West have created a need for comprehensive planning/enhancement of recreational services in the area. These recreational needs have been recognized in the General Council of Winnipeg Community Centres' (GCWCC) Plan 2025, which notes the Riel District, including Waverley West, will lead Winnipeg's population growth in the next decade, and recommends a new regional facility to accommodate this growth.

D3.2 To this end, Braid Solutions Inc. was engaged in 2013-14 to undertake a study exploring a regional recreation initiative in South Winnipeg. The report (South Winnipeg Recreation Initiative – see Appendix B) provides a number of recommendations regarding residents' needs and desires for a facility in this area.

D3.3 On November 25, 2015 Council adopted motions to begin exploring the feasibility of a recreation campus. To date, all relevant City of Winnipeg departments and community stakeholders have been consulted to discuss preliminary recreation needs, community engagement strategies, and explore governance models. Council also allocated up to \$350,000 for:

- conceptual site planning of the recreation campus;
- a Secondary Planning process (Neighbourhood Area Structure Plan); and
- consultant support to coordinate key stakeholders collaborating in the development of a conceptual site plan and partnership agreement.

D3.4 Furthermore, the adopted 2016 Operating and Capital Budgets contain the following financial commitments in future for:

- up to \$3.8 million for the acquisition of land for the proposed recreation campus;
- up to \$7.6 million for the Waverley West Library in 2020.

D3.5 Consequently, the City of Winnipeg is in the process of acquiring up to 33 acres in "Area B" of Waverley West, (See Appendix A for map) to accommodate a recreation campus which may include, but not be restricted to, a recreation provider with aquatics, (potentially the YM-YWCA), a community library, community facility (not necessarily a traditional "community centre," but complex containing multi-use meetings/program space, recreation space, etc.), sport fields, etc. all served by public transit. Furthermore, this site will be adjacent to a 25-acre parcel owned by the Pembina Trails School Division for which two schools are currently planned. It is anticipated

these sites taken together can be planned via an integrated approach to maximize efficiencies and synergies to create a regional recreation campus.

D3.6 Working in Concert with the Neighbourhood Area Structure Plan Process

In July 2006, Council adopted an Area Structure Plan for the entire Waverley West area, which was intended to address high-level, community-wide issues. Further direction was provided to undertake a more detailed Neighbourhood Area Structure Plan (NASP) for Area B, which is currently unserviced agricultural land. This planning work will be seminal to the development of the proposed recreation campus, and will occur concurrently, but under separate contract from the work awarded herein. The Deliverables for the related NASP project will include a Neighbourhood Areas Structure Plan for Waverley West "Area B", all supporting technical documentation, including, but not limited to an area Traffic Impact Study, Servicing Report, and project materials including work plans, communication plans, etc.

D3.7 Purpose & Objectives of the Project

To ensure alignment of these two projects, the respective proponents will be required to coordinate work and achieve efficiencies where possible. This may include 'doubling up' on public engagement opportunities, Open Houses, website information, etc. Some areas of investigation will also require coordinating, including linking and integrating public transit between the campus site and larger neighbourhood.

The intent of this Request for Proposal is to initiate the conceptual design and planning of a Recreation Campus in South Winnipeg. The purpose of the project is to develop recommendations for realizing the campus, including:

- Scope of the campus and its components;
- Capacity of the site to accommodate core and optional components;
- Opportunities for shared use;
- Implementation strategy including costs, timing and potential phasing of the work.

D3.8 The key objectives include, but are not limited to, conducting public engagement and an exploratory process to support City Council's consideration of the proposed Recreation Campus.

D3.9 Stakeholders

Key external stakeholders for this project include, but are not limited to:

- Pembina Trails School Division
- YM-YWCA
- SWAT (South Winnipeg Action Team – composed of all area community groups including cultural associations, sports organizations, community centres, seniors groups, etc.)
- GCWCC (General Council of Winnipeg Community Centres)
- Area residents

Key internal (City of Winnipeg) stakeholders for this project include, but are not limited to:

- PP&D (Urban Design, Urban Planning, Municipal Accommodations, Real Estate Divisions, etc.)
- Community Services (Community Development & Recreation Services Division, Library Services, etc.)
- Public Works (Transportation, Engineering, Parks and Open Spaces Divisions, etc.)
- Winnipeg Transit
- WFPS
- Water & Waste
- Office of Public Engagement
- Legal Services

D3.10 Core & Optional Components

The core components of the campus will include:

- K-8 School (footprint of approx. 70,000 feet²);
- High School (footprint of approx. 90,000-100,000 feet²);
- Community Library (footprint of approx. 10,000 feet²);
- YM-YWCA / fitness provider with aquatic component (footprint of approx. 75,000 feet²);
- Community recreation facility
- Winnipeg Transit Park-and-Ride facility, (cumulative footprint of +/-5 acres or 250+ stalls), with the ability for some stalls to be shared with other uses; not necessarily configured in one large mass so long as movement to bus loading area is facilitated;
- Winnipeg Transit station, potentially integrated with other site components, any existing format/size may be acceptable, (i.e. local shopping centre or Rapid Transit models) so long as patrons have shelter, washroom access for drivers, etc.;
- Circulation and parking including any shared areas, active transportation links, dedicated bus loops and zones, ('resting' area for 2-3 transit buses away from loading zone, + 2-3 bus stop spaces for articulated/standard transit buses) school and daycare pick-up/drop-off areas, etc. Consideration of site signage, wayfinding, bicycle storage, etc.

Note: consideration may be given to collocating various components

The optional components of the campus will be determined in consultation with the Project Team. A preliminary inventory of programming will be provided upon project start up. By way of example only, these may include amenities such as:

- A multi-pad arena;
- Competitive sports fields;
- Major competitive Fieldhouse;
- Gymnasias;
- Daycare services (above & beyond those required at school(s));
- Open space/green space;
- Other.

Note: consideration may be given to collocating various components

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of:

- (a) Conceptual Design for the proposed Recreation Campus in order to assess feasibility and potential resources required;
- (b) Coordination with the concurrent, but separate, Neighbourhood Area Structure Plan (NASP) Waverley West "Area B" project
- (c) SWAT Existing Asset Study*
Assess existing assets to optimize overall regional needs, including:
 - Analysis of current recreational delivery models, and evaluation of repositioning or replacing these services as appropriate;
 - Confirmation of any shortfalls in services/amenities based on demographics, population, and draw area in South Winnipeg;
 - Identify opportunities for relocating/redeveloping programming from the following to the Recreation Campus:
 - Active fields in South Winnipeg maintained by Pembina Trails School Division, City of Winnipeg, and South Winnipeg CC;
 - Richmond Kings CC and site;
 - Waverley Heights CC and site;
 - Ryerson Site;
 - Alex Bridge Park.

**To be completed with input from SWAT, City of Wpg. Community Services Dept., and GCWCC.*

- (d) **YM-YWCA Market Research and User Fee Study****
Assess market in South Winnipeg for accommodation of a new YMCA, and core services required therein, based on:
- Market Analysis (Draw Area, etc.);
 - Appropriateness of partners to deliver proposed programs;
 - Operating cost projections using indicative costs and standard delivery assumptions;
 - Investment requirements including cost sharing contributions from government;
 - Revenue projections including:
 - Implications of existing community centre funding model with campus program;
 - Revenue potential for alternate funding models (User fees, memberships, other);
 - Confirm market rents for revenue spaces included in program options if applicable;
 - Confirm applicability of established programs to provide facility access for low income or economically disadvantaged residents; and
 - Identify potential requirements for other revenue as appropriate.
- **To be completed with input from the YM-YWCA*

D4.2 The major components of the Services shall include, but not be limited to the following:

- a) **Public Engagement Process** to ensure meaningful stakeholder input. Proponents are encouraged to follow best practices and core values set out by IAP2, (see <http://iap2canada.ca/>), and must also follow the City's Office of Public Engagement guidelines, (to be provided.) At a minimum, the public engagement will:
- i. Identify, engage and establish relationships with key stakeholders, users, elected officials and the community-at-large;
 - ii. Include a minimum of 3 formal in-person sessions, (stakeholder workshop/open house, etc.) jointly with the Waverley West Area B Neighbourhood Areas Structure Plan process where possible;
 - iii. Consultants will be asked to provide content to the City for a project webpage, hosted on the City's website, which will provide ongoing project updates, receive feedback, and document public engagement materials.
- b) **Program Development + Analysis**
- i. Preferred space programs will be provided for the schools, library and YM-YWCA components;
 - ii. Consultant team to work with SWAT to develop and validate a preferred space program for the Community Recreation Facility;
 - iii. An inventory of other preferred SWAT programming will be provided;
 - iv. Consultant to analyze the preferred space programs of all major campus components with a focus on synergies, opportunities for shared use, innovation and phasing.
- c) **Site Analysis + Conceptual Planning** to incorporate core and optional components, and address site servicing, land drainage strategy, traffic analysis within the site including parking, sweep paths using AutoTurn for movement of transit vehicles through the site, active and public transportation linkages, etc.**
- i. A minimum of 4 concept plans to be developed with Class 5 estimates for each;
 - ii. A preferred option to be refined with updated Class 5 estimate.

NOTE: A Neighbourhood Traffic Impact Study will be completed as part of the related Neighbourhood Area Structure Plan project, and be available for this assignment. Thus, for the task at hand, access and traffic flow assessment need only apply to the immediate campus site.

D4.3 Deliverables

- i. SWAT Existing Asset Study
- ii. YM-YWCA Market Research and User Fee Study
- iii. Executive summary synthesizing recommendations from D4.2 (Major Components of the Services), with D4.3(i) and D4.3(ii) where applicable;
- iv. Conceptual Campus Plan with 4 options demonstrating:
 - Site plan showing location and relationships between components;
 - High-level site and architectural program, (approximate size of components, etc.);
 - High-level schedule for each option; and
 - Class 5 cost estimate for each option, including development and capital cost requirement by component.
- v. Refined development of a preferred option, including:
 - Site plan showing location and relationships between all components;
 - Landscape plan (including grading, sod, and drainage, related sport amenities);
 - High-level architectural program, (size of components, some program development, etc.);
 - High-level schedule for each option including phases if applicable, activities and milestones;
 - Updated Class 5 cost estimate, including development and capital cost requirement by component; and
 - Colour presentation images to convey concept, massing and scale.

D4.5 The following shall be supplied by the City to the Consultant:

- Aerial photos, mapping information
- Demographic information as available
- Inventory of existing community and regional facilities in South Winnipeg, recreation program enrollment and demand numbers as available, preliminary demand projections for 'core' and 'optional' uses, etc.
- Inventory of SWAT programming
- Preferred space program for the library
- Preferred space program for the schools (as per Enrollment demand projection/confirmations)
- Winnipeg Transit's documentation / best practices to design transit facilities for ease of use, safety, accessibility/universal access, etc.
- Meetings as required with any relevant City department – including, but not limited to Transit, Public Works, Planning and Land Use, etc.

D4.6 The following shall apply to the Services:

- (a) City of Winnipeg Green Building Policy: New City-Owned Buildings and Major Additions <http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>
- (b) School Area Traffic Safety Guidelines, https://www.gov.mb.ca/mit/traffic/pdf/school_area_guidelines.pdf
- (c) Promoting Sustainable Transportation Through Site Design, 2004, <http://physicalactivitystrategy.ca/pdfs/BEAT/Cite.pdf>
- (d) City of Winnipeg Universal Design Policy <http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.

- D5.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D5.3 The City will review and maintain the right to edit all stakeholder engagement materials intended for public consumption, including but not limited to content for a project website and open house materials.
- D5.4 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
- (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.5 A Consultant who violates any provision of D5 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D7. INSURANCE

- D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D7.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$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 \$1,000,000 per claim and \$1,000,000 in the aggregate.
- D7.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.
- D7.3 The policies required in D7.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D7.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a) and D7.2(c).
- D7.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D7.8.
- D7.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D7.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D7.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D8. COMMENCEMENT

- D8.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D8.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the insurance specified in D7;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D8.3 The City intends to award this Contract by January 8, 2017.

D9. CRITICAL STAGES

- D9.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- D9.2 Project Preparation
- Provide a detailed work plan, meeting schedule, activities, and deliverables to complete the project with input from the Steering Committee.
 - Conduct an initial kick-off meeting with Steering Committee to review project scope and work plan.
- D9.3 Information Gathering and Review
- Confirm detailed requirements for the project through consultation with the stakeholder community, City departments and public.

- Plan and conduct initial public consultation to introduce the project and gather input from the public on opportunities for the Campus. This activity should be aligned with the Waverley West Area B Neighbourhood Area Structure Plan process if possible.

D9.4 Analysis and Scope Finalization

- Develop campus site planning options including pros, cons, costs and implementation timeframes for each.
- Plan and conduct a second public consultation to introduce the plan options and to gather input from the public on the alternatives. This activity should be aligned with the Waverley West Area B Neighbourhood Area Structure Plan if possible.

D9.5 Deliverable Preparation

- Develop the preferred option for the Campus Plan with an appropriate process for review, input and revision from the Steering Committee and appropriate technical stakeholders.
- Plan and conduct a final public consultation to present the conceptual site plan and gain feedback from stakeholders. This activity should be aligned with the Waverley West Area B Neighbourhood Area Structure Plan if possible.

D9.6 Total project duration from time of award to submission of final deliverables is expected to be approximately 6 months.