



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 73-2016**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR  
PORTAGE AVENUE AND MAIN STREET TRANSPORTATION STUDY**

**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 PORTAGE AVENUE AND MAIN STREET TRANSPORTATION STUDY

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon. Winnipeg time, February 22, 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. ENQUIRIES**

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

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

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

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

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

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

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

### **B4. CONFIDENTIALITY**

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

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

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

## **B5. ADDENDA**

- B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B5.2.2 The 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.
- B5.3 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.

## **B6. PROPOSAL SUBMISSION**

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
  - (b) Fees (Section B) in accordance with B8;
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
  - (c) Project Understanding and Methodology (Section E) in accordance with B11; and
  - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B6.1 and B6.2.
- B6.6 The Proposal should contain a table of contents, page numbering and should be in the Sections identified above. The proposal shall be no more than 20 pages, exclusive of the required forms, cover page, table of contents, tables, charts, drawings and schedule. The minimum font height shall be 10 pt. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B6.8 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.

B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

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

B6.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B7. PROPOSAL (SECTION A)**

B7.1 The Proponent shall complete Form A: Proposal, making all required entries.

B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

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

## **B8. FEES (SECTION B)**

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

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

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

**B8.3** Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

**B8.4** 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.

**B8.5** Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

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

**B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

**B9.1** Proposals should include:

(a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; transportation analysis, intersection design, and cost estimating services on up to three projects of similar complexity, scope and value.

**B9.2** For each project listed in B9.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted construction cost and final construction cost;
- (d) design and construction schedule (anticipated Project schedule and actual project delivery schedule, showing design and construction separately);
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project).

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

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

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

**B10.1** Describe your approach to overall team formation and coordination of team members.

**B10.1.1** Include an organizational chart for the Project. Identify the lead person for each discipline or work unit.

**B10.2** 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 (inclusion of a Professional Traffic Operations Engineer is encouraged), job title, years of experience in current position, years of experience in transportation studies, 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 B10.1.1.

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

B10.4 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 B9, provide only the project name and the role of the key person. For other projects provide the following:

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

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

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

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

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

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

B11.4 Proposals should address:

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

B11.5 For each person identified in B10.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

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

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

- B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.
- B12.3 The Proponent's schedule shall demonstrate the total completion of the final engineering report and associated drawings and cost estimates with approximately 7 months of Award or sooner.

### **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;
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
  - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- B14.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B14.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
  - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
  - (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during 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.
  - (f) upon request of the Project Manager the Security Clearances as identified in PART E - .



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

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

#### **B15. 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 its submission upon written request to the Project Manager.

#### **B16. IRREVOCABLE OFFER**

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

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

#### **B17. WITHDRAWAL OF OFFERS**

B17.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B17.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B17.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative

Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

**B18. INTERVIEWS**

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

**B19. NEGOTIATIONS**

B19.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B19.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

**B20. EVALUATION OF PROPOSALS**

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

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B14: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 15%
- (f) Project Understanding and Methodology (Section E) 20%
- (g) Project Schedule. (Section F) 5%

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

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

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

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

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

- B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B20.8 Further to B20.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B20.9 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B20.10 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 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](http://www.winnipeg.ca/matmgt/gen_cond.stm).
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. PROJECT MANAGER

D2.1 The Project Manager is:

Stephen Chapman, Traffic Management Engineer

Email: [schapman@winnipeg.ca](mailto:schapman@winnipeg.ca)

Telephone No. 204 986-5028

Facsimile No. 204 986-7020

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

D2.3 Proposal Submissions must be submitted to the address in B6.10

#### D3. BACKGROUND

D3.1 On October 23, 2013 City of Winnipeg Council (Council) resolved that the administration review new alternative traffic crossing models such as scrambles and other innovations in traffic technology that are being used in other cities to consider street level pedestrian-oriented options for the intersection of Portage Avenue and Main Street.

D3.2 On March 13, 2014 the Administration reported back to a committee of Council with respect to the October 23<sup>rd</sup> resolution. The report included a preliminary review of four options to re-introduce pedestrian crossings to three or four of the crosswalks at the Portage and Main intersection. The report concluded that one of the options, a pedestrian scramble option, was not viable and recommended that the other three options be subject to a more detailed analysis before being considered for potential implementation.

(a) The Administration Report can be found on the City Clerk's Department website <http://clkapps.winnipeg.ca/dmis/ViewDoc.asp?DocId=13427&SectionId=&InitUrl=>

(b) Option 1 Phasing:

(i) Phase 1: NB Through + Right Turn and SB Through + Double Right Turn Pedestrian Crossings on East and West Side

(ii) Phase 2: WB Through + Right Turn and EB Through + Double Right Turn Pedestrian Crossings on North and South Side

(iii) Phase 3: SB Double Right Turn with EB Left Turn overlap and EB Through + Double Right Turn No Pedestrian Crossings

(c) Option 2 Phasing:

(i) Phase 1: NB Through + Right Turn and SB Through Pedestrian Crossings on East and West Side

(ii) Phase 2: WB Through + Right Turn and EB Through Pedestrian Crossings on North and South Side

(iii) Phase 3: SB Double Right Turn with EB Left Turn overlap and EB Through + Double Right Turn No Pedestrian Crossings

(d) Option 3 Phasing:

- (i) Phase 1: NB Through + Right Turn and SB Through + Double Right Turn Pedestrian Crossings on East and West Side
- (ii) Phase 2: WB Through + Right Turn and EB Through + Double Right Turn Pedestrian Crossings on South Side
- (iii) Phase 3: SB Double Right Turn with EB Left Turn overlap and EB Through + Double Right Turn Pedestrian Crossing on South Side

D3.3 On April 10, 2014 a committee of Council directed the administration to, "Prepare the terms of reference for a comprehensive traffic study to assess the impact of introducing at grade pedestrian crossings at the intersection of Portage Avenue and Main Street."

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

D4.1 The Services required under this Contract shall consist of a comprehensive transportation study of options to reintroduce pedestrian crossings on three or four legs of the intersection of Portage Avenue and Main Street. The transportation study will determine a recommended option, quantify its implications, identify risks associated with its implementation and provide a Class 5 cost estimate.

D4.2 Project Objectives:

- (a) To determine optimum traffic signal phasing and timing requirements accommodating pedestrians at Portage and Main while maximizing the safe and efficient movement of all users of the intersection. These users include pedestrians, Transit, trucks, cyclists and private vehicles.
- (b) To determine traffic signal timing changes required within the study area to accommodate the recommended option at the Portage and Main intersection.
- (c) To quantify the change in traffic performance at the intersection of Portage and Main and the other study area intersections as a result of the recommendations. This includes vehicle performance (there are currently over 77,000 vehicles per day entering the intersection), Transit performance (there are in excess of 140 buses traveling through the intersection in a peak half hour period) and pedestrian accommodation.
- (d) To identify and list all related risks relative to technical requirements, safety and efficient movement of people and goods anticipated from the implementation of the recommendations in comparison to the various risks associated with the existing condition.
- (e) To prepare a Class 5 cost estimate (Expected Accuracy +30% to -50%) for implementation of the recommended plan.

D4.3 The services required under this contract shall consist of the following major components:

- (a) Creation of a baseline 2016 PTV Vissim (Vissim) a.m. peak model and p.m. peak model of the study area that accurately represents signal operation, vehicle movements, Transit operations, truck movements and pedestrian movements during the a.m. and p.m. peak periods. The Transit operations component would include, but not be limited to, routing, movement of in services and out-of-service buses, and boarding and alighting at stops and transit priority queue jumps. All simulation models should be constructed using Vissim 7.
- (b) Using the baseline 2016 Vissim model, quantify existing peak period performance of vehicle, Transit and pedestrian modes. Quantifying performance includes individual movements and the intersection as a whole. Transit performance would include, but not be limited to, number of passenger kilometres, passenger hours traveled and total kilometres travelled. Pedestrian performance would include, but not be limited to, evaluation of the time and distance for pedestrians to travel from each of the properties in the four corners of the intersection to the other (example: pedestrian travel from the entrance of 201 Portage Avenue to the entrance of the Bank of Montreal). Final selection of performance measures will be determined by the proponent in consultation with the Technical Review Committee.
- (c) Modify the baseline 2016 Vissim models from (a) to create separate 2016 a.m. peak and p.m. peak models representing each of the three Portage and Main phasing options from

the City's March 13, 2014 report (Option 1, 2 and 3). The modifications must comply with the Traffic Signal Timing standards supplied by the City. Pedestrian phases will be on recall every cycle as actuated pedestrian phases are not permitted in the Downtown. Pedestrian accommodation at Portage and Main is assumed to operate 24 hours a day/7 days a week. Viswalk should be used to simulate pedestrian movements at Portage and Main. The proponent can suggest minor adjustments to the option phasing, such as the introduction of a short leading pedestrian interval, to the Contract Administrator for approval. Modeling includes determination of optimum signal timing at Portage and Main as well as identifying any timing changes required at other study area intersections as a result of changes to the Portage and Main intersection. Evaluation includes quantifying performance of vehicle, Transit and pedestrian modes using the measures determined in the baseline model evaluation.

- (d) Using Vissim, model and evaluate up to two (2) options developed by the proponent in the 2016 a.m. and p.m. peak periods. Note that a pedestrian scramble cannot be proposed as an option and consultant must assume 24 hours a day/7 days a week operation.
- (e) From the options developed in (c) and (d) determine a recommended option based on a technical analysis and compare this option with the baseline performance.
- (f) Undertake design work for the recommended option sufficient to develop a Class 5 cost estimate for implementation. The City's Traffic Signals Branch will provide the cost estimate for the supply and installation of traffic signals infrastructure to be included in the Class 5 estimate.
- (g) Prepare a report summarizing the transportation study.

D4.4 The proposed study area is Portage Avenue from Donald Street to Main Street, Portage Avenue East from Westbrook Street to Main Street, Main Street from James Avenue to St. Mary Avenue and Fort Street from St. Mary Avenue to Portage Avenue. Proponents are to confirm that the proposed study area is adequate for a proper modeling and evaluation of the options at the Portage Avenue and Main Street intersection using Vissim.

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

D4.6 This section is a summary of minimum tasks and information that the proponent is required to perform if successful as part of the contract. Proponents are to ensure their proposal describes how they will achieve the objectives and successfully complete the study.

- (a) Develop an engineering definition of the project requirements and a needs assessment with input from the project Technical Steering Committee. (The Steering Committee will be comprised of a representative from the Transit Department, a representative from the Planning, Property and Development Department and two representatives from the Public Works Department)
- (b) Prepare a project schedule (schedule of goals, objectives, activities and milestones) for the project broken down to an acceptable measurable level to be able to provide comprehensive management of the project. Monitor and maintain the same in a manner acceptable to the City.
- (c) Conduct an on-site observation of the study area during peak periods to use as a reference in assessing the validity of the baseline model.
- (d) The City will provide the following information:
  - (i) Vehicle counts at all intersections within the study area. Proponent will be expected to balance the count volumes. If any new counts are needed the City will complete the counts.
  - (ii) Any available pedestrian counts within the study area.
  - (iii) Projected pedestrian volumes for the Portage and Main intersection.
  - (iv) The current version of the City's Synchro model for downtown and signal timing plans for the intersections within the study area. Proponent will be expected to update and balance traffic volumes based on D4.6(d)(i).

- (v) Transit information which includes, but is not limited to, in service and out of service route schedules, boarding and alighting numbers and operational data.
  - (vi) Parking regulations within study area.
  - (vii) City of Winnipeg Traffic Signal Timing standards.
- (e) Proponent will develop baseline 2016 Vissim models from information provided in (d) and then model and evaluate options as per D4.3.
  - (f) Proponent will undertake a sensitivity analysis of the implications of variations to the projected pedestrian volumes at Portage and Main using the Vissim model.
  - (g) Proponent will summarize risks of implementation of the recommended option. This will include, but not be limited to, risk based on technical requirements of the signal controller and displays (provided by the City), safety risk associated with pedestrian/vehicle interaction and risk in terms of implications to the efficient movement of people and goods through the Downtown.
  - (h) Proponent will undertake design work for the recommended option sufficient to develop a Class 5 cost estimate for implementation. This will include, but not be limited to demolition work, removal of other obstructions to the accommodation of City standard pedestrian ramps and sidewalks, utility impacts and changes to traffic signal infrastructure. Please note that with respect to potential changes to stairwells or other related building components the intent is not for the consultant to redesign these components but to identify them as conflicts with cost implications. The City's Traffic Signals Branch will provide the cost estimate for the signal component of the Class 5 estimate.
  - (i) Prepare plan view drawing(s) of the recommended option showing the pedestrians crossing locations and connections to existing sidewalks and buildings. Drawing(s) shall also identify major cost components included in the cost estimate including, but not be limited to; building related conflicts, modifications to signals infrastructure, modifications to existing concrete planters, tree removal and utility impacts.
  - (j) Chair and record minutes of Technical Steering Committee meetings.
  - (k) Prepare a Draft Report for review by the Technical Steering Committee. Draft Report submission shall include the Vissim models. The Technical Steering Committee will review the report within a three (3) week timeframe and provide consolidated comments.
  - (l) Prepare a sealed and signed Final Report documenting the transportation study, recommendations, Class 5 cost estimate and identified risks. Summarize study in an Executive Summary. Provide eight (8) bound hard copies of the Final Report and Executive Summary and four (4) copies of all reports, meeting minutes, images and Vissim files in an electronic format (DVD or USB drive).
  - (m) Provide any and all associated ancillary services required to successfully complete the project to the satisfaction of the City of Winnipeg.

D4.7 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) 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 following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
- (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Consultant who violates any provision of D5 may be determined to be in breach of Contract.

## **SUBMISSIONS PRIOR TO START OF SERVICES**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

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

### **D7. INSURANCE**

- D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D7.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
    - (i) an inclusive limit of not less than \$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 \$ 250,000 . per claim and \$ 500,000 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 March 11, 2016.

## PART E - SECURITY CLEARANCE

### E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
  - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home> .
- E1.2 The following is a link to information for obtaining the Criminal Record Search certificate including the Vulnerable Sector screening from the City of Winnipeg Police Service.  
[http://winnipeg.ca/police/pr/info\\_request.stm](http://winnipeg.ca/police/pr/info_request.stm)
- E1.2.1 The Criminal Record Search shall include a Vulnerable Sector Screening. This can be obtained by following the link below [http://winnipeg.ca/police/pr/info\\_request.stm](http://winnipeg.ca/police/pr/info_request.stm) .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- E1.3 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Project Manager.
- E1.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Project Manager with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- E1.5 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- E1.6 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.
- E1.1 Each individual proposed to perform the following portions of the Work:
- (a) any Work on private property;
  - (b) any Work within City facilities other than:
    - (i) an underground structure such as a manhole;
    - (ii) in areas and at times normally open to the public;
    - (iii) ^;
  - (c) communicating with residents and homeowners in person or by telephone;
  - (d) ^;
  - (e) ^;

- E1.1.1 Each Individual shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence. Or
- (a) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (b) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home> .
- E1.2 The following is a link to information for obtaining the Criminal Record Search certificate from the City of Winnipeg Police Service. [http://winnipeg.ca/police/pr/info\\_request.stm](http://winnipeg.ca/police/pr/info_request.stm)
- E1.2.1 The Criminal Record Search shall include a Vulnerable Sector Screening. This can be obtained by following the link below [http://winnipeg.ca/police/pr/info\\_request.stm](http://winnipeg.ca/police/pr/info_request.stm)
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- E1.2.2 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Project Manager.
- E1.3 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Project Manager with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- E1.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in E1.1.
- E1.5 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in E1.1.
- E1.7 Each individual proposed to perform the following portions of the Work:
- (a) ^;
  - (b) ^;
  - (c) ^;
- shall be required to obtain a Child Abuse Registry check from the Manitoba Child Abuse Registry.
- E1.8 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Project Manager with a satisfactory *Child Abuse Registry Self-Check – Information and Results* obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- E1.9 Any individual for whom a Child Abuse Registry result is not provided, or for whom a Child Abuse Registry result indicates the subject is listed on the Manitoba Child Abuse Registry, will not be permitted to perform any Work specified in E1.1.

- E1.10 Any Child Abuse Registry result obtained thereby will be deemed valid for the duration of the Contract subject to a repeated Child Abuse Registry check as hereinafter specified.
- E1.11 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Child Abuse Registry check. Any individual who fails to provide a satisfactory Child Abuse Registry result as a result of a repeated Child Abuse Registry check will not be permitted to continue to perform any Work specified in E1.1.