



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 172-2018**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR  
AN ACCESSIBLE BOAT DOCK AND VIEWING PLATFORM ON THE ASSINIBOINE  
RIVER IN GERALD JAMES LYNCH PARK - 26 OSBORNE STREET**

**Note to Proponents: Please be aware of revisions to B17.3**

**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 AN ACCESSIBLE BOAT DOCK AND VIEWING PLATFORM ON THE ASSINIBOINE RIVER IN GERALD JAMES LYNCH PARK - 26 OSBORNE STREET

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 4, 2018.

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 The Project Manager or an authorized representative will conduct a site investigation tour of the Site on:

(a) March 28, 2018 at 9:30 am;

B3.2 Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Proponents attend.

B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the site investigation 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, 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 Request for Proposal 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 Request for Proposal 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 he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B7. 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

- B7.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and three (3) 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 B22.1(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 12 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 his/her 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 Phase 1 items of Work identified in D5 Scope of Services.

B9.2 The Proposal shall include a Time Based Fee for all Phase 2 items of Work identified in D5 Scope of Services.

B9.3 The Proponent's Fee Proposal shall include the following:

- (a) Form B: Prices; and
- (b) Form P: – Person-Hours

B9.4 Fee Proposals should include the following as a minimum:

- (a) The work activities and deliverables of the proposed Services;
- (b) Name, role and hourly rate of proposed individuals;
- (c) The respective landscape architectural or engineering discipline, or management function as applicable;
- (d) The percent of project time spent on each work activity per each proposed individual; and
- (e) The respective number of hours per work activity per each proposed individual.

B9.5 Proposals should also identify and detail all rate escalations, including hourly and salary adjustments, and shall state when each rate escalation comes into effect.

B9.6 Adjustments to Fees will only be considered based on increases or decreases to the Scope of Services.

B9.6.1 The City will not consider an adjustment to the Fees based on changes in the Project budget, or changes in the total Construction Cost.

B9.6.2 If the City requires additional services, fees will be negotiated based on the rates provided in the Proponent's proposal (see D10.18).

B9.7 For bid purposes, assume that:

- (a) Professional engineering consulting services will be required relating to Phase 1 Contract.
- (b) Professional engineering consulting services relating to the Phase 2 Contract, possibly commencing in 2019.
- (c) Notwithstanding C11.3, the Proponent may apply administrative markup to third party testing occurring during contract administration services. The Proponent should identify the markup percentage that would be applied. The markup shall be limited to a maximum of 5%. Markup shall be included in the Allowable Disbursement indicated in the Fees.

B9.8 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, in town travel, related meals and accommodations for the duration of the Project, and these shall not

be considered an Allowable Disbursement.

- B9.9 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.
- B9.10 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.
- B9.11 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) General firm profile information, including years in business, average volume of work and number of employees.
  - (b) Details demonstrating the history and experience of the Proponent and Subconsultant firms in providing design, management of construction and contract administration services on up to three projects of similar complexity, scope and value.
- B10.2 For each project listed in B10.1(b), the Proponent should submit:
- (a) description of the project;
  - (b) a clear and comprehensive description of the Proponent Services provided and the role of the Proponent;
  - (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).
- B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B10.2.2 If more than three (3) projects are submitted for B10.1(c), only the first three (3) projects will be evaluated

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

- B11.1 Proposals should include;
- (a) Names of key personnel assigned to all phases of the Project, who shall not be substituted without written permission from the Project Manager. The Proponent is responsible for ensuring they have adequate staff for the successful delivery of the project;
  - (b) The experience and qualifications of the key personnel assigned to the Project, including:
    - (i) Job title
    - (ii) Education background and degrees
    - (iii) Professional affiliation
    - (iv) Years of experience of similar size and complexity
    - (v) Years of experience on projects administered by the City Of Winnipeg.
    - (vi) Years of experience on current projects, and;
    - (vii) Years of experience in design and construction administration.
- B11.2 Roles of each of the key personnel in the Project should be identified in an organizational chart



- B11.2.1 Include principals-in-charge, Consultant Representatives, managers of the key disciplines, and lead designers.
- B11.3 Effective January 1, 2018, the City reserves the right to stipulate that any projects that include Public Engagement work will require that all Public Engagement work be performed by a public engagement professional who has completed the Foundations in Public Participation offered by IAP2.
- B11.4 For each person identified, list the percentage of their time to be dedicated to the project. Provide the information for each of the phases identified in D5 Scope of Service.
- B11.5 For each person identified, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. 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:
- B11.6 Experience and qualification as specified in B10 shall be submitted for all requested substitutions and replacements
- 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 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 teams methodology with respect to the information provided within the RFP, and;
  - (d) Any other issue that conveys your teams understanding of the project requirements
- B12.3 Proposals should address the Proponent's project management approach, including how the Proponent intends to manage the following aspects during the survey, design, and construction phases:
- (a) Communications – describe how the Proponent will collaborate with the City and other stakeholders during the survey, design and construction phases, including coordination with the City operation, maintenance and programming staff
  - (b) Cost Management – describe how the Proponent will control survey, design and construction costs.
  - (c) Quality Management – describe what the Proponent's quality assurance and quality control (QA/QC) will be during design and construction, and who will be responsible for QA/QC for each discipline and document.
  - (d) Scope/Schedule – describe how the Proponent will maintain the scope and schedule during survey and design, and manage the construction contractor so they maintain their scope and schedule.
- B12.4 Methodology should be presented in accordance with the Scope of Services identified in D5. Describe the collaborative process/method to be used by the Key Personnel in the phases of the Project.
- B12.5 Methodology will also be evaluated used the data entered in Table 1, which should identify;
- B12.6 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.
- B12.7 The total Fees on Form P: Person Hours should match Fees submitted in response to B9.

- B12.8 B12.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.5.
- B12.9 The Proponent should address how they intend to carry out the Scope of Services as follows.
- (a) Clearly identify and explain work activities in each Phase, and Sub-Activity.
  - (b) Describe and address the major design and construction issues in coordinating the design and construction contractor.
  - (c) Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project
  - (d) Describe the activities and Services to be provided by the City and other information that conveys the Proponent understanding of the Project requirements; and
  - (e) Provide rationale to support the number of Key Personnel hours assigned by the Proponent the project phases.

### **B13. PROJECT SCHEDULE (SECTION F)**

- B13.1 Proponents should present the most effective Critical Path Method schedule using Microsoft Project or similar project management software.
- B13.1.1 Expand the schedule to show project/task dependencies and the critical path.
- B13.2 The schedule should address each requirement of the Scope of Services.
- B13.3 Proponents should consider the Project Milestones identified in D18. Proponents should show improvements in this timeline where possible.
- B13.4 Provide separate schedules for Phase 1, and Phase 2. Tie-ins between the phases should be clearly identified.
- B13.5 The schedules should be complete with resource assignments (key designers), durations (weekly timescale), critical dates for review and approval processes by the City and other organizations, and milestone dates and events.
- B13.6 Phase 1 schedule should address each requirement of the Scope of Services, and should include:
- (a) Consultant services management plan and updates;
  - (b) Site Assessment;
  - (c) Schematic Design;
  - (d) Risk Management Plan;
  - (e) Workshops / Meetings;
  - (f) Class 3 Costing;
  - (g) Report Production;
  - (h) Submittal Milestones
- B13.8 Phase 2 schedule should address each requirement of the Scope of Services, and should include:
- (a) Contractor pre bid meeting, review of alternates, Contract award
    - (i) Allow 8 weeks for the tendering / award process
  - (b) Contract administration services
  - (c) Workshops / Meetings;
  - (d) Submittal Milestones
  - (e) Risk Management Plan

- (f) Commissioning Plan
- (g) Post construction services
- (h) Operating & Maintenance Manuals
- (i) As-Built Drawings
- (j) Detailed construction drawings and specifications
- (k) Class 1 Cost estimates

B13.9 The Proponent's schedules 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.

#### **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:

- (a) N/A

#### **B15. CONFLICT OF INTEREST AND GOOD FAITH**

B15.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B15.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B15.3 In connection with its Proposal, each entity identified in B15.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and

- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B15.4 Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B15.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be aided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B15.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B16. QUALIFICATION**

B16.1 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.

B16.2 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>

B16.3 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.

B16.4 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.

B16.5 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.

### **B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B17.1 Proposals will not be opened publicly.

B17.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent and their address(es) 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/>

B17.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B17.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

### **B18. IRREVOCABLE OFFER**

B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

### **B19. WITHDRAWAL OF OFFERS**

B19.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B19.1.1 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.

B19.1.2 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 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

- B19.1.3 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 12 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B19.1.3(b), declare the Proposal withdrawn.

B19.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B18.2 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.

## **B20. INTERVIEWS**

B20.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B21. NEGOTIATIONS**

B21.1 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.

B21.2 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.

B21.3 If, in the course of negotiations pursuant to B21.2, 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.

## **B22. EVALUATION OF PROPOSALS**

B22.1 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 B15. (pass/fail)
- (c) Fees; (Section B) 40%
- (i) Phase 1 - Conceptual Design and Class 3 Estimate (20%)
- (ii) Phase 2 - Final Design, Contract Documents and Contract Administration and Post Construction Services (20%) \
- (d) Experience of Proponent and Subconsultant; (Section C) 5%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 15%
- (f) Project Understanding and Methodology (Section E) 30%
- (g) Project Schedule. (Section F) 10%

- B22.2 Further to B22.1(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.
- B22.3 Further to B22.1(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.
- B22.4 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B22.5 Further to B22.1(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, in accordance with B10.
- B22.6 Further to (d), 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, in accordance with B11.
- B22.7 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.
- B22.8 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B22.9 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.10 Notwithstanding B22.1(d) to B22.1(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.

### **B23. AWARD OF CONTRACT**

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 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.
- B23.2.1 Without limiting the generality of B23.2, 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.
- B23.3 The Work in Phase 2 of this Contract is contingent upon Council approval of sufficient funding in the 2019 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.
- B23.4 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.

- B22.4.1 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.
- B23.5 The City intends to award the entire Scope of Services, however:
- (a) Phase 1 will be awarded separately at the agreed to Fixed Fee.
  - (b) Phase 2 shall only proceed at the City's sole discretion.
- B23.6 The City reserves the right to negotiate the details of the Phase 2 Contract based on the terms of the Request for Proposal and the Proponent's submission.
- B22.6.1 The Consultant shall not proceed with any Work related to Phase 2 without written authorization from the City
- B23.7 After consideration of the Consultant's performance with the Work associated with Phase 1, and in the City's sole discretion, the City may enter into negotiations with the Consultant to undertake the work associated with Phase 2 without a public bid solicitation.
- (a) Negotiations may include the Scope of Services and level of effort. The hourly rates to be applied shall be those submitted in Form B to achieve a negotiated "not to exceed price", which may be more or less than the fees submitted for Phase 2 in the proposal, and will be determined by the level of effort required for the phase.
  - (b) No compensation will be provided to the Consultant for participating in this negotiation.
- B22.7.1 The City will be under no obligation to initiate negotiations or enter into subsequent contracts.
- B22.7.2 The City may choose to issue a public bid solicitation for the Work with respect to Phase 2
- B23.8 The City reserves the right to negotiate the details of the Phase 2 Contracts based on the terms of the Request for Proposal and the Proponent's submission.
- (a) Negotiations may include the Scope of Services and level of effort. The hourly rates to be applied shall be those submitted in Form B to achieve a negotiated "not to exceed price", which may be more or less than the fees submitted for Phase 2 in the proposal, and will be determined by the level of effort required for the phase.
  - (b) No compensation will be provided to the Consultant for participating in this negotiation.
- B22.8.1 The City will be under no obligation to initiate negotiations or enter into subsequent contracts.
- B22.8.2 The City may choose to issue a public bid solicitation for the Work with respect to Phase 2..
- B22.9 Further to Paragraph 5 of Form A: Proposal and C4, the successful Bidder will be provided with Contract documents for execution following issuance of a Letter of Intent.
- B22.10 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B22.11 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 2017-03-24) 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.
- D1.2 If there is any conflict or inconsistency between the Proposal and the General Conditions for Consultant Services, the General Conditions for Consultant Services shall take precedence.
- D1.3 All types of Service to be provided under this Contract are defined in the Definition of Professional Consultant Services – Engineering [see Appendix A].
- D1.4 Further to C1.1(b) and C11, the following are applicable to Allowable Disbursements:
- (a) Copies of originating merchant/vendor detail receipts shall be provided as backup documentation when invoicing Allowable Disbursements, credit/debit card receipts or statement are not acceptable as backup; and
- D1.5 Notwithstanding C10, five percent (5%) of the assignment value of each Service outlined in D6.1.1 and D6.1.2 will be retained until all deliverables have been submitted and accepted for that Service.

#### D2. PROJECT MANAGER

- D2.1 The Project Manager is:  
Jason Bell  
Telephone No. 204 986-4354  
Email Address: jbell@winnipeg.ca-
- 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.

#### D3. BACKGROUND

- D3.1 Gerald James Lynch Park is located on the east side of the Osborne bridge, on the south bank of the Assiniboine river.
- D3.2 The existing river access and dock was developed in 2003-2004 as part of the development agreement CARRAC (coalition Access Riviere River Access Coalition) vision to make the Red and Assiniboine Rivers a major transportation and recreation corridor.
- D3.3 The dock has been used primarily for a water bus service delivered by a private operator managed and funded by the Forks North Portage Partnership.
- D3.4 The dock has not been installed for several years due to the deteriorating condition of the dock structure, widely fluctuating river levels and the significant operating requirements for its installation and removal which include the need for a crane and dive team.
- D3.5 The City of Winnipeg is currently exploring options of redevelopment of the dock to make it more operationally viable and sustainable and to provide accessibility improvements to meet the current City of Winnipeg Universal Design standards. ([http://winnipeg.ca/ppd/Universal\\_Design.stm](http://winnipeg.ca/ppd/Universal_Design.stm)). The current site development includes a series of stairs that do not provide suitable access for those with mobility challenges or parents with strollers.

- D3.6 In addition to providing neighborhood water bus access, there is also a desire by recreational boaters to use this dock for visiting Osborne Village. The site is also used for river viewing, shore fishing as well as winter access to the Assiniboine River trail.
- D3.7 Design solutions should consider the safety and visibility, as well as operational and maintenance efficiency including seasonal installation and removal of the dock. Winter storage of any new dock at St. Vital park and The Forks is currently being considered by maintenance staff.
- D3.8 A functional and preliminary design of a new dock and river access is required.

#### **D4. INITIAL PROJECT RISKS**

- D4.1 The following are initial risks identified by the City to be managed, minimized or eliminated by the Consultant. Additional risks must be identified by the Consultant during the course of the project and managed, minimized or eliminated. Risks associated with:
- (a) Site access issues due to the volume of vehicle traffic on Osborne Street and additional construction vehicle traffic;
  - (b) Environmental and/Riverbank stability;
  - (c) Structural factors;
  - (d) Seasonal floodin, Ice Flow; and
  - (e) Accessibility and Personal Safety

#### **D5. SCOPE OF SERVICES**

- D5.1 The Work to be done under the Contract shall consist of 2 phases:
- (a) Phase 1 - Concept Design and Class 3 Estimate; and
  - (b) Phase 2 - Final Design, Class 1 Estimate, Contract Documents and Contract Administration;
- D5.1.1 Phases shall be awarded separately,
- D5.2 Award of a contract for Phase 1 does not obligate the City to enter into a contract with the Consultant for Phase 2.

##### **Phase 1**

- D5.3 Phase 1 Work shall consist of the following:
- (a) **Conceptual Design and Cost Estimates** – complete project planning, preliminary concept drawings, and class 3 cost estimate

##### **Phase 2**

- D5.4 Phase 2 Work shall consist of the following:
- (a) **Final Design, Contract Documents and Contract Administration-** complete construction drawings and specification
- D5.5 **Phase 2 - Funding and Changes in Scope:**
- D5.5.1 The City currently does not have approved funding in the Capital Budget for Phase 2 of the Work, but is anticipating receiving notification about funding from Council by early 2019. Phase 2 of the Work is contingent upon Council approving sufficient funding.
- D5.5.2 Further to C8.1, if notice of sufficient funding is not received, the City shall have the right to eliminate all or any portion of Phase 2, and the Contract Price will be reduced accordingly.

D5.6 The objectives of this Project are to:

- (a) Design and construct the project within City constraints
- (b) When designing systems and selecting replacement equipment, Consultant should consider:
  - (i) Future regulatory trends, environmental compliance, and energy efficiency;
  - (ii) Accessibility requirements;
  - (iii) Existing and future programming needs;
  - (iv) Operational efficiency and selections with an economical whole life cost; and
  - (v) Selections must result in an efficient and safe workplace for operational personnel and the general public.

**D6. GENERAL REQUIREMENTS**

D6.1 Consultant shall provide services following the General Instruction to Consultants (Appendix E) and as defined in Definition of Professional Consultant Services – Engineering (Appendix A).

D6.2 The project shall generally conform to the latest codes, standards, regulations and legislative requirements in effect, including but not limited to, the most current editions of the following:

- (a) National Fire Code
- (b) Canadian Electrical Code
- (c) Manitoba Building Code
- (d) Manitoba Electrical Code
- (e) Manitoba Green Building Program
- (f) Manitoba Workplace Health and Safety Legislation
- (g) City of Winnipeg Standard Construction Specifications
- (h) City of Winnipeg's Accessibility Design Standards (2015)
- (i) City of Winnipeg's OurWinnipeg
- (j) City of Winnipeg's Tree Removal Guidelines

D6.3 The Consultant shall liaise with the City on application of codes and standards.

D6.4 The Consultant shall coordinate with and obtain approval(s) where required from City departments, Manitoba Hydro, the Authority(s) Having Jurisdiction, etc.

D6.5 The Consultant shall coordinate with outside agencies as required to perform the services.

D6.6 The Consultant shall identify all permits necessary for construction.

D6.7 The Consultant shall record all minutes in all meetings which they attend. Minutes are to be forwarded to all present within four (4) business days of the meeting.

D6.8 Ensure the Project team members, including the Project Manager, understand the established project methodology to be used by the Consultant.

D6.9 Monthly Status Report. In all Phases of the Contract, provide to the City a complete current report on the project status on a monthly basis, containing the following information:

- (a) Executive Summary: A written summary of the current and cumulative progress of the Project, identifying major activities completed during the period, major activities planned for the next period, and any area of concern.
- (b) Safety and Security: A written summary of Contractors safety performance, including Record of Incidents, Investigations, Permits, Training, Inspections, Hazard Review, Notifications and Safety Committee Meetings held.

- (c) Cost Reporting: Cost report showing costs committed to date, invoiced to date, percent complete, forecast to complete, estimate at completion and variance.
  - (d) Progress – Project: A schedule showing actual versus planned progress, updated to reflect performance to date. The schedule should demonstrate progress against the baseline.
  - (e) Progress – Construction: A construction schedule showing actual versus planned progress, updated to reflect performance to date. The schedule should demonstrate construction progress against the baseline.
  - (f) Quality Assurance: Provide a listing of Inspections, Reviews and Testing completed during the previous period, as well as status reports of all Non-Conformance Reports.
- D6.10 Technical Memoranda: The City requires a number of technical memoranda to be performed and provided as part of the Consultant's Scope of Services, as follows:
- (a) The technical memoranda shall be written as a standalone independent section of the respective report, and all City review comments incorporated into the respective report;
  - (b) Technical memoranda shall include sufficient evaluation documentation to justify conclusions and recommendations presented to allow the City to make a decision regarding the conclusions and recommendations; and
  - (c) Where appropriate, include supporting documentation for technical memoranda.
- D6.11 All documents, including drawings, are to be delivered with a documentation lifecycle approach:
- (a) Existing drawings shall be modified (or superseded) rather than creating a new drawing.
  - (b) Where possible, all documents provided as PDF shall be searchable.
  - (c) The Consultant shall use reference datum provided by the City. The Consultant shall reconcile datum used in as-built drawings.
- D6.12 The Project Manager shall be notified of any conflict between the documents for resolution.
- D6.13 The City will be implementing a communication strategy to facilitate document and information dissemination.

## **D7. CONCEPTUAL DESIGN AND COST ESTIMATE**

- D7.1 The Consultant shall carry out all works required to complete the project conceptual design and cost estimates for Conceptual Design.
- D7.2 Engineering assessment and design for replacement of dock system. The assessment should incorporate mechanical, electrical and structural requirements, ancillary work and supplementary work.
- D7.3 Decommissioning or demolishing of unused facilities, and appurtenances.
- D7.4 Construction of final site services (such as landscaping, path/road resurfacing, walkways, lighting, site furniture etc.).
- D7.5 When designing dock system and selecting replacement materials, Consultant should consider:
- (a) Future regulatory trends, environmental compliance, energy efficiency;
  - (b) Construction waste management plan and construction indoor air quality plan
  - (c) Operational efficiency and selections with an economical whole life cost; and
  - (d) Selections must result in an efficient and safe workplace for operational personnel and the general public.
- D7.6 Determine & address the functional needs for the design.
- D7.7 Design updated/replacement/new system.

- D7.8 Prepare a schedule of goals, objectives and activities (Project Schedule) for the entire project, broken down to an acceptable, measurable level. Monitor and maintain the same in a manner acceptable to the City;
- D7.9 Prepare preliminary design drawings
- (a) Conduct detailed site survey
  - (b) Review all available information necessary to complete the work, including site visits and existing drawings and reports.
  - (c) Define the needs and requirements.
  - (d) Develop layouts for the Design.
- D7.10 Prepare a preliminary construction timeline;
- D7.11 Detail value engineering opportunities, where requested;
- D7.12 Review and incorporate regulatory requirements into the project plan and schedule. Obtain approvals from appropriate regulatory agencies as necessary;
- D7.13 Identify and incorporate stakeholder needs;
- D7.14 Document all data gathered, adequately explain the assessments made, clearly state the resulting conclusions, and contain all recommendations and information relevant to the Systems Study;
- D7.15 Class 3 Cost Estimates - Prepare cost estimate based on the preliminary design, Estimate shall provide all costing for the Design, from construction to turnover.
- D7.16 Risk Management Plan: Develop a project Risk Management Plan, identifying risks and opportunities specific to the Design and to the overall project, and appropriate mitigation strategies as they relate to the successful completion of the project.
- D7.17 Collect relevant information from all utilities, as well as review record drawings, reports and other information that will be provided by the City, including but not limited to:
- (i) City of Winnipeg 2015 Accessibility Design Standards (see link to document in Appendix B)
  - (ii) City of Winnipeg Universal Design Policy (see link to document in Appendix B)
  - (iii) City of Winnipeg Tree Removal Guidelines (see link to document in Appendix B)
  - (iv) City of Winnipeg OurWinnipeg (see link to document in Appendix B)
- D7.18 Workshops and Meetings: The Consultant shall arrange and conduct workshops and meetings as required with the stakeholders (If determined to be required)
- (a) Project Planning Kick Off meeting;
  - (b) Determine the functional and programming requirements of the complex;
  - (c) Determine the functional and operational requirements of system;
  - (d) Conduct risk and opportunity assessments;
  - (e) Value engineering workshops as requested;
  - (f) Present draft and final copies of deliverables;
  - (g) Communication Workshops: Develop and undertake events to communicate information about the Project to the public and other stakeholders, including:
    - (i) Identify and prepare a profile of project stakeholders in the immediate area, as well as technical stakeholders, which may be impacted by the project;
    - (ii) Determine the needs and the impact of each stakeholder or group of stakeholders on the project;

- (iii) Develop content for communications to stakeholders and local residents/businesses. This includes, but is not limited to, direct letters and updates, press releases, social media and advertisements;
- (iv) Develop and implement one (1) Open House to engage the public, present design options and gather information;
- (v) Develop the content for the Open House including but not limited to storyboards, handouts, and feedback forms. Feedback forms may also be posted on the project webpage as an online survey link;
- (vi) Provide a summary report of responses received from the feedback forms and open houses;
- (vii) Arrange targeted meeting with the public and other stakeholders, if necessary, to ensure that outstanding issues are addressed;
- (viii) All public information material shall be provided in both English and French, and shall indicate, where applicable, the contribution of all funding parties. The City of Winnipeg Corporate Support Services Department will provide translation services. Reasonable time will be required to translate public information.

## **D8. FINAL DESIGN & CONTRACT DOCUMENTS**

- D8.1 Final Design shall include all requirements for a complete and functional project, including but not limited to: site development, structural, landscape architectural, process, code compliance, etc.
- D8.2 Final Design shall build on and utilize information and criteria established in Phase 1.
- D8.3 Include all mechanical, electrical geotechnical and structural engineering design required to install and accommodate the dock system.
- D8.4 Construction of final site services (such as landscaping, path/road resurfacing, walkways, lighting, site furniture etc.).
- D8.5 Prepare detailed design drawings;
- D8.6 Update preliminary construction timeline;
- D8.7 Update the Risk Management Plan, including risk and opportunity assessments, qualitative and quantitative analysis, risk responses and risk control measures;
- D8.8 Review and incorporate regulatory requirements into the project plan and schedule. Obtain approvals from appropriate regulatory agencies as necessary;
- D8.9 Incorporate environmental, site contamination, or other hazardous issues that will need to be addressed during construction;
- D8.10 Identify and incorporate stakeholder needs; (If determined to be required.)
- D8.11 Document all data gathered;
- D8.12 Make application to public agencies (e.g. Permits) for necessary authorizations, prepare and submit reports and drawings thereto, and appear before the same in support of all applications.
- D8.13 Workshops and Meetings: The Consultant shall arrange and conduct workshops and meetings as required with the stakeholders (If determined to be required.)
  - (a) Detailed Design Kick Off meeting;
  - (b) Update stakeholder list and profiles. Update needs and impact of each stakeholder or group of stakeholders on the project;
  - (c) Value engineering workshops as requested;

- (d) Present draft and final copies of deliverables;
- (e) Arrange and chair regularly held on-site or off-site review meetings, which shall include representatives of the Contractor and the City. Prepare and distribute meeting agenda and meeting minutes in both hard and electronic versions.

D8.14 Final Design Submittals: including construction drawings and specifications, and Risk Management Plan. At each submission point provide 6 hard copies and one electronic PDF copy for review:

- (i) 75% complete
- (ii) After City acceptance of the 75% complete Final Design:
  - ◆ Consultant shall hold bi-weekly technical review meetings with the City, until acceptance of the construction drawings.
  - ◆ Consultant shall prepare agenda and minutes for the review meetings.
- (iii) 90% complete
- (iv) 100% complete (issued for tender)
- (v) Final construction drawings and specifications (issued for construction, incorporating all Bid Opportunity addenda).
  - ◆ The City is required to sign drawings issued for construction

## **D9. CONTRACT ADMINISTRATION**

D9.1 Provide Resident and Non-Resident Contract Administration services as defined in Section 7 of the Definition of Professional Consultant Services – Appendix A, and as detailed in the Contract Administration Manual – Appendix C.

D9.2 Consultant shall provide support services during the tendering process:

- (a) Attend Bidder's site meeting(s);
- (b) Provide appropriate response(s) to Bidders questions and advice to City during the bid period.
- (c) Evaluate and provide recommendations on Bidders Requests for Equal.

D9.3 Submit six (6) hard copies of the final construction drawings and specifications to the successful construction contractor. Prior to construction, prepare and submit a written and photographic record of the physical condition of the surround land, sufficient to equip the City to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages thereto arising from the Project.

D9.4 Consultant should have a resident team on site full time during construction.

D9.5 Track Contractor progress and review work. Prepare, certify and submit progress estimates to the City for payment to the Contractor for construction performed in accordance with the drawings and specifications.

D9.6 Notify the City as Contractor Non-Compliances occur with any aspect of the Contractor's Work.

D9.6.1 Follow up with the Contractor on Non-Compliance issues, requesting from the Contractor and reporting such to the City the measures the Contractor is taking to bring the Work back into compliance.

D9.6.2 Tracking and follow-up by the Contract Administrator of Non-Compliance issues is to occur at each meeting with the Contractor, and more frequently depending on the severity of the Non-Compliance.

D9.7 Monitor and update the project Risk Management Plan as required.



- D9.8 Review and accept shop drawings supplied by the Contractor or Suppliers.
- D9.9 Review and provide recommendations for requests for alternate materials and methods. No alternates shall be approved without written authorization from the City.
- D9.10 Consult and advise the City during the course of construction.
- D9.11 Monitor and manage the Contractors schedule and daily activities at the Site.
- D9.12 Provide a reference line and elevation to the Contractor and check the Contractors adherence thereto.
- D9.13 Plan and coordinate all work by third parties including but not limited to: hydro, telephone, gas utility work, and City personnel. Prepare and submit applications, reports, drawings and other information as required in support work by third parties.
- D9.14 Start-Up and Commissioning Coordinate and manage start-up and commissioning of new landscape, river access and dock facilities. The Consultant shall account and budget for all on-site commissioning activities and shall lead the commissioning process. The commissioning process shall include, but is not limited to the following:
- (a) Preparation of a commissioning plan and procedures;
  - (b) Review commissioning and training plan with City of Winnipeg;
  - (c) Coordination and review of the implementation of the commissioning plan;
  - (d) Plan, schedule and coordinate all commissioning works;
  - (e) Be present on-site during commissioning;
  - (f) Review Contractor submissions and record keeping; and
  - (g) Sign off on appropriate training documents.
- D9.15 Training. Coordinate and manage training sessions for City personnel for the operation and maintenance of new dock system. This includes but is not limited to, planning and scheduling of training sessions in coordination with operations requirements and Contractor availability, review of training procedures and training documents prepared by the Contractor.
- D9.16 Final Inspections. Perform a detailed inspection of the Project with the Contractor and the City prior to commencement of Substantial Performance, and again prior to Total Performance. Provide written appropriate recommendation of acceptance of the Work.
- D9.17 Additional Work
- D9.17.1 Additional work may be necessary due to unforeseen circumstances that may arise during the course of the Project due to:
- (a) Additions to the Scope of Work by the Project Manager, beyond that defined herein; and
  - (b) Other issues that occur on site, which require significant Contract Administration time to address.
- D9.17.2 Additional services will not be approved for:
- (a) Reasons of lack of performance, or errors in execution;
  - (b) Completion for correction of design errors or omissions;
  - (c) Additional contract administration work resulting from errors or omissions.
- D9.17.3 Should it be determined that additional services are required, the Project Manager shall approve the work, prior to commencement of the additional work.
- D9.17.4 Written quotations will be required for any additional work.
- (a) Quotations for additional Phase 1 Work shall be a Fixed Fee price, negotiated based on the rates provided in the Consultant's proposal.

- (b) Quotations for additional Phase 2 Work shall be a Time-Based Fee, negotiated based on the rates provided in the Consultant's proposal, with an upset limit.
- D9.18 Provide the City with a copy of all significant correspondence relating directly or indirectly to the Contract. These include correspondence originating from or distributed to parties external to the Consultant. This shall be provided immediately following receipt or dispatch of same by the Consultant.
- D9.19 Provide adequate and timely direction of field personnel by senior officers of the Consultant;
- D9.20 Update the Risk Management Plan, including risk and opportunity assessments, qualitative and quantitative analysis, risk responses and risk control measures;
- D9.21 Workshops and Meetings: The Consultant shall arrange and conduct workshops and meetings as required with the stakeholders; (If determined to be required.)
- (a) Bidders Site meeting;
  - (b) Construction Kick Off meeting;
  - (c) Arrange and chair regularly held on-site or off-site review meetings, which shall include representatives of the Contractor and the City. Prepare and distribute meeting agenda and meeting minutes in both hard and electronic versions.
  - (d) Communication Workshops: Develop and undertake events to communicate information about the Project to the public and other stakeholders, including:
    - (i) Update stakeholder list and profiles. Update needs and impact of each stakeholder or group of stakeholders on the project;
    - (ii) Develop content for communications to stakeholders and local residents/businesses. This includes, but is not limited to, direct letters and updates, press releases, social media and advertisements;
    - (iii) Develop and implement one (1) Open House to engage the public and present recommended design and its construction;
    - (iv) Develop the content for the Open House including but not limited to storyboards, handouts, and feedback forms. Feedback forms may also be posted on the project webpage as an online survey link;
    - (v) Provide a summary report of responses received from the feedback forms and open house;
    - (vi) Arrange targeted meeting with the public and other stakeholders, if necessary, to ensure that outstanding issues are addressed;
    - (vii) All public information material shall be provided in both English and French, and shall indicate, where applicable, the contribution of all funding parties. The City of Winnipeg Corporate Support Services Department will provide translation services. Reasonable time will be required to translate public information.
- D9.22 Forms & Records. The Contract Administrator shall prepare, monitor and update as required the following site records throughout the course of the project:
- (a) Meetings: Record minutes of all regular and special contractor meetings, coordination meetings, and conference calls.
  - (b) Change Management: Coordinate, compile and prepare Change Management documents, including Contemplated Change Notices, Authorized Contract Changes and Contractor Claims.
  - (c) Clarification and Directives: Collect and disseminate additional information requested by or provided to the Contractor, including Requests for Information and Field Instructions.
  - (d) Quality Assurance: Coordinate inspections, collect and file documents, and monitor remedial works including Construction Review Records, Test Records and Non- Conformance Reports.

- (e) Daily Progress Reporting: Prepare Daily Construction Reports containing: inspections completed, manpower on site, equipment on site, problems encountered, activities started, completed and planned, site conditions, weather report, work stoppages, unusual events, and verbal instructions given to Contractor.

D9..23 Resident Contract Administration Services shall include but not be limited to:

- (a) Coordination of day-to-day site activities;
- (b) Promptly report to the City on any significant and/or unusual circumstances.
- (c) Arrange and conduct project kickoff meeting with formal minutes.
- (d) Arrange and conduct regularly held on-site or off-site progress meetings with formal minutes, including representatives of the Contractor(s) and the City.
- (e) Liaise with the City's Project Manager in the provision of the required services.
- (f) Conduct detailed inspection of construction sufficient to ensure that the construction carried out by the construction contractor conforms to the drawings and specifications;
- (g) Review acceptability of inspection and test plans from contractors, vendors or manufacturers;
- (h) Provide specifications and drawings for proposed Contractor scope changes as required.
- (i) Review and respond to Contractor RFI's.
- (j) Prepare Contractor Site Instructions / Clarifications / Directives as required.
- (k) Interpret technical aspects of the Contract as requested by the City.
- (l) Direct management and coordination of multiple contracts, and other entities site activities during construction and commissioning.
- (m) Arrange for and carry out field and/or laboratory testing and verification of construction materials to ensure conformance with the drawings and specifications.
- (n) Provide the following documents weekly to the City's Project Manager, in Native Format and PDF:
  - (i) Maintain daily reports
  - (ii) Maintain a continuous record of working days and days lost to inclement weather during the course of the construction contract
  - (iii) Reports and logs of inspections performed the previous week;
  - (iv) Written and photographic records of the construction:
    - ◆ Construction progress, assessment of the physical condition of existing landscape and structures;
    - ◆ Quantity and quality of information to provide valid evidence and relevant testimony in settling any claim involving the City by any court of law or any other party for damages arising from the Project; and
    - ◆ Photographic records shall have a minimum resolution of twelve (12) mega pixels, along with date and time stamps.
- (o) Verify and certify Contractors progress estimate quantities, and submit progress estimates to the City. Administer all construction contracts as required under the Builder's Liens Act of Manitoba;
- (p) Arrange for and conduct inspections to establish Substantial Performance, Total Performance and Warranty Inspections. Provide written itemized deficiency lists or appropriate recommendation of acceptance of the contract work.
- (q) Commissioning of dock system;
  - (i) Ensure commissioning requirements are included in contractor specifications
  - (ii) Develop construction checklists and functional test requirements
  - (iii) Verify / spot check submittals

- (iv) Run commissioning team meetings
- (v) Witness start-up and execution of functional testing
- (vi) Coordinate and verify training and training manuals for operator, and maintenance.
- (vii) Issue a commissioning report.

## **D10. POST CONSTRUCTION SERVICES**

D10.1 Post Construction Services will include a two (2) year construction warranty period.

D10.2 Operating & Maintenance Manuals coordinate and manage the submission of Operating & Maintenance Manuals prepared by the Contractor. Four (4) sets of Operating & Maintenance Manuals shall be submitted to the City as part of the commission/training activities, prior to Substantial Performance. Manuals to include;

- (a) A detailed design notes package including items such as structural geotechnical, mechanical and electrical design calculations related to process equipment; and instrument and process design calculations
- (b) Electrical panel directories
- (c) Approved shop drawings indicating specific model number, with summary list
- (d) Manufacturer's information
- (e) Test reports
- (f) Certification from Authority(s) Having Jurisdiction

D10.3 As-Built Drawings: Prepare and submit record drawings for the project within 1 month of Total Performance.

- (a) Submit five (5) full-size hard copy draft sets, one (1) electronic PDF copy, and AutoCAD files.
- (b) Upon receipt of City review comments, submit five (5) full-size hard copy sets, one (1) electronic PDF copy, and AutoCAD files of the "final record drawings"
- (c) Record drawings will include updated construction drawings, contractor marked up red line drawings.

D10.4 Post Construction Services shall include, but not be limited to, the following;

- (a) Prepare one of each of the following documents for every construction contract administered under the Project;
  - (i) Certificate of Substantial Performance
  - (ii) Certificate of Total Performance and;
  - (iii) Certificate of Final Acceptance
- (b) Contract Administration of maintenance items within the warranty period of the construction contract;
- (c) Confirm and ensure complete turnover of project documents (shop drawings, design notes and calculations, etc.) to the City, and ensure that documents are in conformance with the contract.
- (d) Determine if corrective work is part of Contractor's warranty.
- (e) Conduct inspection and approval of warranty work,
  - (i) Provide instructions for correction of deficiencies;
  - (ii) Review updates for Operation & Maintenance Manuals and resolve deficiencies;
  - (iii) Respond to City requests related to the project;
  - (iv) Issue acceptance certificates for warranty work;
  - (v) Liaise and coordinate with the Contractor to repair defective work; and

- (vi) Prior to the end of the warranty period, conduct an inspection and complete the City of Winnipeg's Acceptance Certificate.
- (f) Prepare and submit a final construction report within three (3) months of Substantial Performance of the latest construction contract, report to include:
  - (i) Summary Report – a description of:
    - ◆ Services accomplished, including initial and final scope of Project;
    - ◆ Final dock and site works design;
    - ◆ Issues encountered and resolutions achieved;
    - ◆ Any outstanding services or issues and resolution required;
    - ◆ Final or projected final contract cost;
    - ◆ Daily field reports (as an appendix);
    - ◆ Field test reports (as an appendix).
  - (ii) Photographs – good quality digital photos using descriptive file names (including date), provided on CD or DVD (notwithstanding pre-construction Site and property condition assessment photos, as per Appendix A – Definition of Professional Consultant Services – Engineering)
    - ◆ Typical pre-construction photos
    - ◆ Typical mid construction and construction operation photos
    - ◆ Typical post construction photos

## **SUBMISSIONS**

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

D11.1 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.

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

D12.1 The Consultant shall provide the Project Manager with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D12.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

### **D13. INSURANCE**

D13.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D13.2 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 \$2,000,000.00 . Per claim and \$2,000,000.00 in the aggregate.

D13.2.1 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.

D13.3 The policies required in D13.2(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.

D13.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D13.2(a) and D13.2(c).

D13.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Sub consultants, 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 D13.8.

D13.6 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.

D13.7 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.

D13.8 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**

### **D14. COMMENCEMENT**

D14.1 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.

D14.2 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 D11;
  - (ii) evidence of the insurance specified in D13;

- (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D14.3 The City intends to award Phase 1 of this Contract by May 4, 2018.

**D15. CRITICAL STAGES**

D15.1 Critical Stages for the Phase 2 Contract shall be determined by the City prior to award of the Phase 2 Contract.