

THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 622-2018

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR OPTIONS ASSESSMENT AND PRELIMINARY DESIGN OF RIVERBANK, PATH AND ROADWAY WORKS ALONG WELLINGTON CRESCENT

Note to Proponents: Please be aware of revisions to B15.3

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 OPTIONS ASSESSMENT AND PRELIMINARY DESIGN OF RIVERBANK, PATH AND ROADWAY WORKS ALONG WELLINGTON CRESCENT

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 20, 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. 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, 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 Request for Proposal 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 Request for Proposal 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 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.
- 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.
- 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 Proposal format, including type of binding, 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. The proposal should be limited to 20 pages, exclusive of the required forms, tables, charts, schedules and reference information include in the Appendices.
- 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.

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- 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 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.
- 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 except as follows.

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B8.2 The Proposal may include a Fixed Fee allowance for an optional detailed bathymetric survey as defined in D5.2.4, and to be utilized at the sole discretion of the City of Winnipeg.

- (a) The fee allowance for the optional detailed bathymetric survey in will not be included in the fee component, B20.1(c), of the proposal evaluation.
- B8.3 The Proposal shall include a Time and Expenses based fee allowance in the amount of \$20,000.00 to be allocated for public engagement support and information sharing as detailed in D6.3, and to be utilized at the sole discretion of the City of Winnipeg.
- B8.4 The Proposal shall include a Time and Expenses based fee allowance for Allowable Disbursements in the amount \$15,000 or greater, for additional geotechnical site investigation, as defined in D5.3(c).
- B8.5 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.5.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.6 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.
- B8.7 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.
- B8.8 Notwithstanding C11.1, 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.
- B8.9 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 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.
- B9.2 Proposals should include details demonstrating the history and experience of the Proponent and Subconsultants in providing relevant professional consultant services on up to three projects each, of similar complexity, scope and value.
- B9.3 For each project listed, the Proponent should submit a description of the project, the role of the consultant, the project value, the year completed, the project owner, and reference information (one current name with telephone number per project).
- B9.4 Where applicable, information should be separated into Proponent and Subconsultant project listings.

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. Include an organizational chart for the Project.
- B10.2 Identify the following, and any other Key Personnel assigned to the Project:
 - (a) project manager,
 - (b) lead transportation engineer,
 - (c) lead geotechnical engineer,
 - (d) lead municipal engineer,

- (e) lead hydraulics engineer,
- (f) aquatic habitat assessment lead,
- (g) public engagement specialist.
- B10.3 An individual may be listed for more than one role listed in B10.2.
- B10.4 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.
- B10.5 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, 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.
- B10.6 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 B9, provide only the project name and the role of the key person. For other projects provide a description of the project, the role of the individual, the project owner and reference information (one current name with telephone number per project)

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project. Include a description of your firm's approach to the management of costs, schedule, scope, changes, risk, communications, stakeholders and quality. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4. The deliverables of the Project shall also be clearly identified.
- B11.3 Proposals should address: the team's understanding of the broad functional and technical requirement; the teams understanding of transportation issues, geotechnical risk, regulatory constraints; the factors that will need to be considered in order to develop and evaluate and recommend a solution; the proposed Project budget; and any other issue that conveys your team's understanding of the Project requirements. The proposal should identify any innovation used to perform the Scope of Services, any activities or services to be provided by the City and any assumptions made.
- B11.4 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.
- B11.4.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B8.
- B11.5 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B11.4.

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.

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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 durations should be allowed for completion of these processes.

B13. DISCLOSURE

- B13.1 Various Persons or Organizations have 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 Organizations are:
 - (a) TREK Geotechnical Inc.
- B13.3 Additional Material:
 - (a) 2018, TREK Geotechnical Inc. "Wellington Crescent Riverbank Assessment Lamont Boulevard to Academy Road Geotechnical Investigation, Instrument Monitoring and Existing Stability Report"

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.

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- 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 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/
- B15.3 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).
- B15.3.1 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.
- B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the 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 Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B17. WITHDRAWAL OF OFFERS

- B17.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B17.1.1 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 12 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 12 of Form A: Proposal; and

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- (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, 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

(g) Project Schedule. (Section F)

- 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)
 (d) Experience of Proponent and Subconsultant; (Section C)
 (e) Experience of Key Personnel Assigned to the Project; (Section D)
 (f) Project Understanding and Methodology (Section E)

- 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.

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- 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, in accordance with B9.
- 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, in accordance with B10
- 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, in accordance with B11.
- 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, in accordance with B12.
- 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(o)(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(o).
- 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 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.
- 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:

Kendall Thiessen Ph.D., P.Eng., PMP

Telephone No. 204 986-5159

Email Address: kthiessen@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 B6.

D3. BACKGROUND

- D3.1 The administrative structure for the City of Winnipeg is a Chief Administrative Officer (CAO) who is the head of the public service and provides overall leadership to all City departments.
- D3.2 Background information is contained in the following appended information
 - (a) Appendix B: Geotechnical Investigation and Riverbank Assessment Report, January 2018
- D3.3 The study area should be taken as the Wellington Cres. right-of-way and the adjacent riverbank lands located west of the intersection of Doncaster St. and into Assiniboine Park a distance of approximately 125 m from the eastern boundary of the Park.
- D3.4 Wellington Cres. is a priority 2 local street following the south bank of the Assiniboine River from Assiniboine Park to River Avenue at its eastern terminus. In the study area, the Wellington Crescent right-of-way extends to the edge of the Assiniboine River. Assiniboine Park includes the riverbank lands and roadways located west of Park Blvd, and is under the care and control of the Assiniboine Park Conservancy.
- D3.5 The South Assiniboine Parkway is a multi-use active transportation facility that connects Downtown Winnipeg to Assiniboine Park. The asphalt path is aligned along the north side of Wellington Cres. through the study area except for the stretch west of Lamont Blvd. where it crosses to the south side of Wellington Cres..
- D3.6 In 2009 the Riverbank Asset Management System (RAMS), developed in partnership with the University of Manitoba, was adopted as a planning resource to guide the City of Winnipeg in the implementation of its Riverbank Stabilization Physical Asset Protection Program. Ongoing updates to RAMS have included the addition of new sites, reassessment of conditions at priority sites and some revisions to the risk evaluation parameters. As a result of the 2015 updates to RAMS, several segments within the Wellington Cres. study area were classified in either the "Critical" or "Significant" risk categories. The high risk assessment is based on the evidence of ongoing erosion, evidence of active and historic slope instabilities, over-steepened slopes as well as the potential to develop significant retrogressions that could critically impact the proximal public infrastructure and natural areas.
- D3.7 In the summer of 2016, distress to the asphalt multi-use path was noted in the area north of the intersection of Wellington Cres. and Lamont Blvd in the wooded area. The distress, including

cracking and settling of the asphalt, continued to worsen until July 2017, when the slope failed, rendering the path unsafe. The path was then closed by the Public Works Department and a temporary granular surfaced detour path was constructed along the north curb of Wellington Cres.

- D3.8 The riverbank topography within the project area appears to vary significantly due to natural variability in the geotechnical conditions, geographic factors as well as anthropogenic influences. Within the project area, the path alignment relative to the riverbank varies between a mid-bank, top-of-bank, and set back from the top of bank. Wellington Crescent is situated as little as 3m of the top of the bank at some locations, and is considered to be at risk should bank instabilities retrogress further.
- D3.9 Commencing in 2016 a riverbank characterization study and monitoring program was undertaken by the City of Winnipeg, with the TREK Geotechnical Inc. 2018 report "Wellington Crescent Riverbank Assessment Lamont Boulevard to Academy Road Geotechnical Investigation, Instrument Monitoring and Existing Stability Report" included in Appendix B. The study included the drilling of several testholes, and the installation of monitoring instrumentation including standpipe piezometers, vibrating wire piezometers and slope inclinometers. The report further identifies and characterizes areas with active or developing instabilities.
- D3.10 The primary objectives of the project are as follows:
 - (a) Develop and implement works and strategies to provide long-term protection of the riverbank lands, paths, streets and other infrastructure from ongoing riverbank erosion and retrogressive slope instabilities. In particular these works may include concepts such as riverbank stabilization, riverbank erosion protection, infrastructure relocation/realignment or other remedial or mitigation measures.
 - (b) Reconstruct the multi-use AT path along the existing or a revised alignment such that it will be at low risk of being impacted by riverbank processes in the future.
- D3.11 At the time of posting, adequate capital funding has not yet been approved to move the project to detailed design and construction. The current scope of work will provide the preliminary design and Class 3 cost estimates necessary to request capital funding for the 2020 budget year.
- D3.12 The purpose of this Request for Proposal is to engage a consultant to undertake a study that identifies, develops and evaluates the options to address the objectives established in D3.10. and prepare a preliminary design for the preferred option, all of which will be summarized in a preliminary design report.

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of Professional Consulting Services as described herein (D4) including the following phases:
 - (a) Phase 1: Functional Design and Options Assessment (D5)
 - (b) Phase 2: Preliminary Design of the preferred design alternative (D6)
- D4.2 The following shall apply to the Services:
 - (a) Universal Design Policy; http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604
 - (b) City of Winnipeg's Accessibility Design Standards (latest edition); http://winnipeg.ca/ppd/Universal Design.stm
 - (c) Appropriate geometric standards as set by the Transportation Association of Canada (TAC);
 - (d) The current edition of City of Winnipeg's Transportation Standards Manual;
 - (e) City of Winnipeg's current Tree Removal Guidelines;

- (f) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009);
- (g) The current edition of The City of Winnipeg Standard Construction Specifications;
- (h) Winnipeg Pedestrian and Cycling Strategies;
- (i) Current and best practices in pedestrian and cycling infrastructure design;
- (j) City of Winnipeg's Project Management Manual and associated templates and processes; http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2
- (k) City of Winnipeg's Investment Planning Manual and associated templates and processes; http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2
- (I) Best Management Practices Handbook for Activities in and Around the City's Waterways and Watercourses (2005).
- D4.3 The Proponent will be responsible for project reporting and support to the City's Project Manager for project reporting in accordance with the City of Winnipeg's Project Management Manual at http://winnipeg.ca/finance/infrastructureplanning/camp.stm#3 and templates at http://winnipeg.ca/finance/infrastructureplanning/camp.stm#4.
- D4.4 This information contained herein is not meant to be exhaustive and not meant to take the place of investigations and due diligence required of the Proponent. The specific utility and agency coordination identified herein notwithstanding, the Proponent will be required to investigate and coordinate any utility requirements of the Project.

D5. FUNCTIONAL DESIGN AND OPTIONS ASSESSMENT

- D5.1 The major components of the services are expected to include, but not limited to the following
- D5.2 Data Collection
- D5.2.1 Review existing record drawings, reports, and other information that will be provided by the City to establish an understanding of available and relevant information. This information will be made available during the RFP period upon written request to the Project Manager and will include:
 - (a) Aerial photography,
 - (b) LiDAR data,
 - (c) Outfall condition assessment information,
 - (d) As-built drawings where available.
- D5.2.2 Carry out detailed on-site topographic surveys, inspections and site information gathering. Surveys should be sufficiently detailed and comprehensive to develop base plans, elevation models and cross sections for detailed design and the development of construction drawings in future phase(s).
- D5.2.3 Carry out a bathymetric survey. Survey should be sufficiently detailed and comprehensive to develop base plans, develop cross sections for analysis and detailed design and the development of construction drawings in later phase(s).
- D5.2.4 High Resolution Bathymetric Survey Allowance Optional
 - (a) Bidders are invited to include in their proposal, an optional program to obtain high-resolution bathymetric survey with data provided in an elevation model (DEM) format with a grid resolution of 0.5m or better. The elevation model should cover the full width of the river, along the entire length of the site. The survey should be done during normal to above normal river levels to prevent or minimize the gap between the bathymetric data and existing LiDAR DEM's. The value added to the project should be presented in the proposal, including possible benefits to substrate mapping and hydraulic understanding and analysis. The fee should reflect the incremental net

- difference in fees, as the standard bathymetric survey, in D5.2.3 would not be required if this Option is selected by the Project Manager.
- (b) The City's Project Manager will determine whether to proceed with the high-resolution bathymetric survey based on cost, availability of funding, and the value added.

D5.3 Geotechnical Analysis and Design

- (a) Review the existing geotechnical reports and monitoring data.
- (b) Conduct a geotechnical investigation as required to supplement existing geotechnical information and analyses. The Proposal shall include the methodology and justification for the proposed geotechnical investigation program. The proposed geotechnical investigation shall be sufficient to complete the detailed design, in a possible future phase. The Consultant is responsible for provision of access for any geotechnical investigation work.
- (c) An allowance in the amount of \$15,000 or greater shall be included in the fee proposal for allowable disbursements directly related to geotechnical drilling, sampling, instrumentation, and materials testing.
 - (i) The proposed scope and cost estimate for the geotechnical investigation shall be reviewed and approved by the City's Project Manager before undertaking the Work.
- (d) All other fees and expenses not included in the allowance under D5.3(c) including those for supervision, instrumentation monitoring, analysis and reporting, shall be included in the Fee Proposal.
- (e) Conduct geotechnical analysis and design supporting the development of the functional design and options assessment. Conduct stability analyses to identify reaches of the riverbank requiring new or supplementary stabilization considering the proposed works and existing infrastructure. Analysis shall be conducted on several cross sections representative of the range of topographic and subsurface conditions.
- (f) Develop riverbank stabilization measures for the project area that will provide long term protection for streets, paths and buried infrastructure. The design of the stabilization measures should, to the degree possible, minimize destruction of the natural areas. The extent and degree of stability improvements should be commensurate with the risks to the existing and/or proposed infrastructure.
- (g) Prepare a Geotechnical Report, including analysis and recommendations to support the detailed design.

D5.4 Hydraulic Analysis and Design

- (a) Develop a hydraulic model of the Assiniboine River encompassing the project area and undertake a hydraulic analysis to support the design of the various design options.
 - (i) The City may provide the existing HEC-RAS (US Army Corps of Engineer's Hydraulic Engineering Center River Analysis System) model for the Assiniboine River if required. If a new model, or updates to the existing model are made this information shall be provided to the City.
- (b) Develop erosion mitigation strategies for the riverbanks within project area taking into consideration the hydraulic analysis and varying soil conditions along the bank and bed of the river.
- (c) Prepare probabilistic water levels for winter, spring runoff, and summer conditions. Conduct a constructability and risk analysis related to stabilization and erosion protection works.
- (d) Consult with the City of Winnipeg Waterways Branch as well as the Water & Waste Department to confirm acceptability.
- (e) Prepare a Hydraulics Report including analysis and recommendations to support the detailed design of erosion protection and stabilization works.
 - (i) The hydraulic analysis shall describe the effects resulting from all proposed erosion protection, stabilization and bank modification works.

D5.5 Transportation Facility Design

- (a) Undertake design of transportation facilities as required to develop the design alternatives. The level of service of all streets should be maintained at existing levels.
- (b) Develop horizontal and vertical alignments for Wellington Crescent and adjacent streets and intersections as required for design alternatives where transportation facility realignment is considered. Designs should offer the optimal cost/benefit considering:
 - (i) Safe offset from the riverbank
 - (ii) Vehicular, non-motorized and pedestrian traffic safety
 - (iii) Traffic staging
 - (iv) Utilizing or repurposing existing pavement or substructure
- (c) The overall project design should accommodate a future widening of the active transportation facilities to a minimum 3.5 m width.
- (d) The design should also include street lighting, signage and other associated works.

D5.6 Utilities

- (a) Review existing utilities in the project area, and meet with the representatives of the utility owners, as necessary.
- (b) Evaluate options to address surface water management, and eliminate or significantly mitigate the erosion and slope stability impact of the existing culverts that discharge to the upper bank area. Options to consider include but are not necessarily limited to:
 - (i) Connecting new and existing catch-basins to one or more new outfall(s) that discharge near or below the river level. New outfall designs should be considerate of the riverbank stability at the respective locations.
 - (ii) Connecting existing catch-basins and curb-inlets to existing land drainage outfalls. The nearest land drainage outfall is a 2400mm diameter pipe discharging to the Assiniboine River at Park Blvd. Per Clause 8 of EA No. 3042, no additional flow is allowed to drain into the combined sewer system so only land drainage outfalls can be connected to.

D5.7 Functional Design Options Development

- (a) The Consultant shall develop a suite of measures to maintain service, protect assets, and manage risk, possibly including but not limited to the following, or various combinations thereof:
 - (i) Riverbank erosion protection
 - (ii) Riverbank stabilization
 - (iii) Path realignment
 - (iv) Street realignment
 - (v) Utility relocation
 - (vi) Land drainage enhancements
 - (vii) Deferral of major works with risks managed through monitoring and contingency planning.
- (b) The Consultant shall host a workshop with the City's project advisory committee to discuss major design issues, and identify potential viable options.
- (c) The various viable options should be developed to allow comparison and selection. The Consultant should qualitatively assess risk, functionality, constructability, and impacts on the nearby residents and the public in evaluating the options.
- (d) The Consultant shall provide the information necessary to calculate the Net Present Value (NPV) in accordance with the City of Winnipeg's Investment Planning Manual.
- (e) All solutions shall include a design for a new 2.4 m wide paved multi-use path tying into the existing paved path west of Lamont Blvd and east of Grenfell Blvd, with accommodations for future widening as per D5.5(c).

- (f) It is anticipated that it may not be feasible, practical, beneficial or economical to apply a single design concept (eg. slope stabilization or road realignment) along the length of the project area due to the varied conditions, constraints and risks. In that regard a range of design concepts should be considered, separately and in combination when appropriate.
- (g) Prepare a Class 4 cost estimate for all concepts considered at the functional design level. http://winnipeg.ca/infrastructure/pdfs/CostEstimateClassification.pdf

D5.8 Regulatory

- (a) Determine regulatory approval requirements including those with City of Winnipeg Water and Waste Land Drainage and Flood Protection, City of Winnipeg Waterways, Provincial Waterways, Manitoba Water Stewardship, Manitoba Sustainable Development, Department of Fisheries and Oceans (DFO), Transport Canada and requirements for any other regulatory approvals that may be necessary.
- (b) Conduct all information gathering, surveys, habitat assessments and substrate analysis and other investigatory and reporting work necessary to support the detailed design and any required regulatory approvals required for construction. The results of these investigations should be presented in stand-alone reports and included as Appendices to the Preliminary Design Report.
- (c) The Consultant should prepare and submit any required regulatory submissions that they determine should be obtained or applied for during the preliminary design phase, with consideration for the overall proposed project schedule.

D5.9 Options Assessment

(a) The Consultant shall facilitate a decision making process involving the City Project Manager and the project advisory committee to determine the preferred design alternative, which will then be advanced in the Preliminary Design Phase

(b) The options will be evaluated based on the following weighting criteria.

Criteria	Weighting
Estimated Cost	30
Functionality (considering risk, slope stability, traffic movement, maintenance etc)	20
Safety (for vehicles, cyclists, and pedestrians)	15
Environmental Impact(natural areas, existing trees, aquatic habitat)	10
Schedule, constructability and construction related impacts	10
Impacts to adjacent properties	5
Opportunity to widen path in future	5
User experience	5

- (c) Modifications to weightings provided in D5.9(b) may be allowed, subject to consent from the City Project Manager.
- (d) The Consultant will prepare and submit a memorandum that summarizes the decision making process, and presents the results of the decision making process and discusses key factors that contributed to the selection of the preferred option, in contrast to the other options considered.

D6. PRELIMINARY DESIGN

- D6.1 Proceed with preliminary design of the selected option including developing drawings and cost estimates, traffic management plans, risk assessments and proposed construction schedules.
- D6.2 Carry forward, update and expand upon Work from D5.2 to D5.8 as required to bring the level of investigation, analysis, drawings and reporting to the Preliminary design level for the selected design option.

D6.3 Public Engagement

- (a) The development of a preliminary design will be the result of the compilation of the technical work, and if deemed necessary by the City, a public engagement process that will visually present alternative designs to allow for effective communications with the public and to set the foundation for effective progression of future design phases. A \$20,000 allowance has been established if a public engagement process is deemed necessary by the City.
- (b) The City will develop a project website and will hold all public events as part of the public engagement process. The proponent's support is required to:
 - (i) work with the City's public engagement team, including one kick-off meeting related exclusively to public engagement along with regular public engagement update meetings (minimum of 4) in addition to regular steering committee meetings;
 - (ii) provide two subject matter experts to go door-to-door to talk to adjacent properties and notify them of the project;
 - (iii) work with the City team early in the design process to refine timelines and ensure public engagement is considered and design materials are prepared for public events:
 - (iv) provide graphically designed materials, including, but not limited to a timeline, maps, and related images for the initial setup and subsequent revisions of the City's project website:
 - (v) provide at least three subject matter experts to be present at the public event(s);
 - (vi) produce graphically designed images for public event materials and notifications;
 - (vii) review web and communications materials for technical accuracy;
 - (viii) incorporate feedback from the public event(s) into the proposed project in a manner as agreed to by the City Project Manager; and
 - (ix) report back to the City on how feedback was considered and incorporated for inclusion in a public feedback summary report which will be posted on the City website.
- (c) The scope of the public engagement will be determined by the City of Winnipeg Project Manager in consultation with the Office of Public Engagement and the consultant, with consideration for the scope, cost, budget, public interest, and the potential impacts of the preferred option.

D6.4 Preliminary Design Report

- (a) Prepare and submit a Preliminary Design report outlining the results of the investigations and assessments carried out, options investigated, the selection of the preferred option, and the recommended scope of detailed design and construction work, complete with drawings, Class 3 (expected accuracy of +30% to -20%) cost estimate, risk assessment, and proposed construction schedule.
- (b) The report shall also include Class 4 (expected accuracy of +60% to -30%) cost estimates for all options considered to the functional design level.
- (c) The geotechnical and hydraulics reports and other supporting studies, memoranda and reports should be included as Appendices.
- (d) A draft report shall be submitted to the City for review prior to the final submission
- (e) The report is to be finalized after incorporating feedback from the City Project Manager.

D7. PROJECT MANAGEMENT

- (a) Conduct meetings with the City of Winnipeg Project Manager and Technical Steering Committee as follows (at the minimum):
 - (i) Project commencement,
 - (ii) Functional design options development,
 - (iii) Functional design options evaluation,
 - (iv) Coinciding with draft report submission.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D9. SAFE WORK PLAN

- D9.1 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.
- D9.2 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

D10. INSURANCE

- D10.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D10.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
 - (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$ 5,000,000 . per claim and \$ 5,000,000 in the aggregate.
- D10.2.1 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.

- D10.3 The policies required in D10.2(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.
- D10.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D10.2(a) and D10.2(c).
- D10.5 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 D10.8.
- D10.6 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.
- D10.7 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.
- D10.8 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

D11. COMMENCEMENT

- D11.1 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.
- D11.2 The Consultant shall not commence any Services until:
 - (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the insurance specified in D10;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D11.3 The City intends to award this Contract by August 27, 2018.

D12. CRITICAL STAGES

- D12.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
 - (a) Complete the Functional Design and Options assessment no later than December 14, 2018
 - (b) Submit draft Preliminary design report for City review by February 15, 2019.

D13. POTENTIAL FOR FUTURE CONTRACT FOR DETAILED DESIGN AND CONTRACT ADMINISTRATION

D13.1 The City of Winnipeg, in its sole discretion after consideration of the Consultant's performance on Bid Opportunity No.622-2018, may negotiate and enter into a contract with the Consultant, to undertake the work associated with the detailed design and contract administration for implementation of Preliminary Design recommendations without a public bid solicitation. No compensation will be provided to the Consultant for participating in this negotiation. The City will provide terms to the Consultant if it initiates negotiations with the Consultant. The City of Winnipeg will be under no obligation to initiate or enter into a subsequent contract and may

choose to issue a public bid solicitation for the Work with respect to detailed design and contract administration, if the City of Winnipeg wishes to proceed in that manner. Detailed design and construction phases may need approval by City Council to secure necessary funding.