



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 803-2019

**PROFESSIONAL CONSULTING SERVICES FOR ST. BONIFACE WEST – EAST
ACTIVE TRANSPORTATION CORRIDOR PRELIMINARY ENGINEERING STUDY**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR ST. BONIFACE WEST – EAST ACTIVE TRANSPORTATION CORRIDOR PRELIMINARY ENGINEERING STUDY

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 29, 2020.

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 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.

B3.4 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.

B3.5 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.

B3.6 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.
- B5.3 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>
- B5.4 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

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" Proposal. Copies are not required. Drawings, charts and tables etc. included as part of the Proposal should not exceed 11" x 17" (ledger) size.
- B6.6 Proposal format, including type of binding, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B6.6.1 The Proposal shall be no more than 25 pages, exclusive of the required forms, cover page, table of contents, tables, charts, drawings and schedule. Failure to adhere to the page limitation may render the Proposal non-responsive.

- B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B6.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B6.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B7. PROPOSAL (SECTION A)

- B7.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B7.4 Paragraph 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 should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services including the hourly rate and estimated time for each individual and each task. The table shall also include the cost of all applicable disbursements and any associated mark-ups. Subtotals shall be provided summarizing the costs for each individual, each task, and each phase of the assignment. At minimum, total Fixed Fees shall be provided for the following:
- (a) Project Planning;
 - (b) Public Engagement; and
 - (c) Preliminary Design Services.
- B8.1.1 Maximum Total Fee amount is \$200,000.00 exclusive of costs identified in B8.5 and B8.5.1.
- B8.1.2 For each person identified list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.
- B8.1.3 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B8.1.
- B8.1.4 Proposal(s) shall include all Fees and Disbursements associated with traffic control for survey work for all Scope of Service Phases.
- B8.1.5 Further to C8, any changes to Public Engagement will be negotiated using the submitted prices.
- (a) For the purposes of evaluation assume – at minimum – the following events:
 - (i) One (1) Open House;
 - (ii) One (1) Workshop; and
 - (iii) Four (4) Pop-ups;
- B8.2 The City, at its discretion, may negotiate fees for Detailed Design, Contract Administration and Post Construction services with the successful Proponent when the Preliminary Design phase is near complete. The scope change would be subject to a satisfactory offer from the Proponent and approval by the Award Authority.
- B8.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.4 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.
- B8.5 The Fees entered in each column of Form P: Person Hours shall include an allowance of up to 8% for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any site investigation services, materials testing services, geotechnical services, Underground Structures acquisitions, pipeline loading assessments, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation, or those included in B8.4. No other disbursements will be permitted.
- B8.5.1 Further to B8.5, the Contract Award shall include, in addition to the Total Bid Price, an allowance for the costs of any site investigation services, materials testing services, geotechnical services, Underground Structures acquisitions, pipeline loading assessments, closed circuit television (CCTV) sewer inspection, and/or hazardous materials investigation in the amount of up to 30% of the Total Bid Price. Fees for approved Subconsultants for work described in B8.5 shall be payable as invoiced by the Subconsultant plus an allowed handling fee of 5%.

- B8.6 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.
- B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in relevant professional consulting services as required in D4.1 and defined in Appendix A for a minimum of three (3) projects of similar complexity, scope and value.
- B9.2 For each project listed in B9.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the consultant;
 - (c) project's original contracted cost and final cost;
 - (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
 - (e) project owner;
 - (f) Public Engagement details such as, but not limited to:
 - (i) Explanation of how each project reflected and responded to the seven IAP2 Core Values of Public Participation.
 - (ii) Examples of visually eye-catching, engaging materials.
 - (iii) Examples of how an in-person event was designed for those affected by the project.
 - (iv) Examples of how different perspectives were brought together in the projects.
 - (v) Explanation of how feedback was considered and reflected in recommendations/design.
 - (vi) Explanation of how the projects reflect the iterative nature of public engagement.
 - (g) reference information upon request (two current names with telephone numbers per project).
- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

B10. PROJECT TEAM (SECTION D)

- B10.1 Describe your approach to overall team formation and coordination of team members.
- B10.1.1 Roles of each of the key personnel in the Project should be identified in an organizational chart. Identify the lead person for each discipline or work unit.
- B10.1.2 Describe the job function for each individual and group of individuals identified in B10.3.
- B10.2 Key Personnel of the Project should include:
- (a) A Project Manager;
 - (b) A Bicycle Facilities Design Lead; and
 - (c) A Public Engagement Lead.
- B10.3 Proposals should include in tabular form:

- (a) Names of Key Personnel assigned to the Project, who shall not be substituted without written permission from the Project Manager;
 - (b) The experience and qualifications of the key personnel assigned to the project, including:
 - (i) Job Title;
 - (ii) Educational background, degrees, and professional affiliations;
 - (iii) Years of experience on projects administered for the City of Winnipeg;
 - (iv) Years of experience in current position; and
 - (v) Years of experience in planning and design or public engagement.
- B10.4 Further to B10.3(b), the City considers Foundations of Public Engagement training offered by IAP2 an asset; qualifications and experience will be weighted more heavily than training.
- B10.5 For each person identified in B10.3(a), list a minimum of two (2) projects, comparable in scope, size, and complexity, in which the person listed did comparable work in a comparable role. Provide the following:
- (a) Name and description of the project. Include Tender number or other Tender information as reference;
 - (b) Role of the person; and
 - (c) Project Owner.
- B10.6 Key Personnel level of effort, hourly rates, and estimated time allocated as well as total task costs presented in Form P will be considered in evaluating the project team.

B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B11.1 Methodology should be presented in accordance with the Scope of Services identified in D4.
- B11.2 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.3 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 team's understanding of bicycle and pedestrian planning and facility design issues;
 - (d) the team's understanding of public engagement processes and principles;
 - (e) all activities and services to be provided by the City;
 - (f) the proposed Project budget;
 - (g) the City's Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
 - (h) any other issue that conveys your team's understanding of the Project requirements.
- B11.4 Further to B8.1, Proposals should include a separate table – Similar to Form P – containing total fixed fee prices for single Public Engagement Events including the hourly rate and estimated time for each individual. The table shall include the cost of all applicable disbursements and associated mark-ups. Totals shall be provided for each event. At minimum, total fixed fees shall be provided for the following Public Engagement Events:
- (a) Open House as described in IAP2;
 - (b) Public Meeting as described in IAP2;
 - (c) Workshop as described in IAP2;

- (d) Pop-up; and
 - (i) Consider a pop-up to be similar to an open house, with minimal use of boards and staff, with locations to be determined in consultation with the Office of Public Engagement (usually associated with larger events e.g. farmers market, or key project locations at a time with more than average foot traffic).
- (e) Other events as identified by the proponent based on past experience.

B11.4.1 The provided table should include event based activities and will be used to negotiate additional fees for events in Public Engagement Phases 2 and 3 as identified in the Public Engagement Strategy described in D6. Proponents will not provide a public engagement plan or methodology as part of this proposal. Bid fees should include Phase 1 activities and assumed non-event activities such as drawing creation, document distribution, website updates, stakeholder communications, et al only.

B12. PROJECT SCHEDULE (SECTION F)

- B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B13. DISCLOSURE

- B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B13.2 The Persons are:
- (a) N/A

B14. CONFLICT OF INTEREST AND GOOD FAITH

- B14.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B14.2 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.

B14.3 In connection with its Proposal, each entity identified in B14.2 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.

B14.4 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.

B14.5 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 avoided 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.

B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B15. QUALIFICATION

B15.1 The Proponent shall:

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

B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, 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.

B15.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

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

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent 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/>

B16.3 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).

B16.3.1 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.

B16.4 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.

B17. IRREVOCABLE OFFER

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

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

- B18.1 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.
- B18.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.
- B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B19. INTERVIEWS

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

B20. NEGOTIATIONS

- B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B20.3 If, in the course of negotiations pursuant to B20.2, 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.

B21. EVALUATION OF PROPOSALS

- B21.1 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) 10%

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| (d) Experience of Proponent and Subconsultant; (Section C) | 25% |
| (e) Project Team (Section D) | 25% |
| (f) Project Understanding and Methodology (Section E) | 35% |
| (g) Project Schedule. (Section F) | 5% |

- B21.2 Further to B21.1(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.
- B21.3 Further to B21.1(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 qualified.
- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B21.6 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.7 Further to B21.1(c) where the Fees exceeds the funds stated in B8.1.1, the City may determine that no award will be made in accordance with B22.2.1(a).
- B21.8 Further to B21.1(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.
- B21.9 Further to B21.1(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
- B21.10 Further to B21.1(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.
- B21.11 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B21.12 Notwithstanding B21.1(d) to B21.1(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.
- B21.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 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 qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, 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.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue an award letter to the successful Proponent in lieu of execution of a Contract.
- B22.4.1 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 award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B22.5 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.6 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.7 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:
Jason Doerksen, C.E.T.
Telephone No. 204 986-3614
Email Address: jdoerksen@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 In November 2011, City of Winnipeg Council approved the Transportation Master Plan (TMP), which outlines Key Strategic Goals that provide the underlying principles for the development of these projects.

D3.2 On July 15, 2015 City of Winnipeg Council approved the Pedestrian and Cycling Strategies (PCS), which provide a vision and roadmap for the future of walking and cycling in Winnipeg. The process and associated results of the work to be performed for the projects within this Tender must meet the Vision, Goals and Intent set forth in the PCS. The PCS are available at <http://walkbike.winnipeg.ca>

D3.3 A Key Direction of the PCS is to develop a spine network to provide high quality connections to Downtown from each area of the City.

(a) PCS Map 4.7 presents the spine network connection through St. Boniface connecting to the downtown.

D3.4 This preliminary engineering study will develop a cycling connection from Esplanade Riel Footbridge and Provencher Bridge to the Archibald Street underpass multi-use path (approximately 300m south of Nairn Avenue). The preliminary engineering study will also include connections to the Southeast Corridor study and Notre Dame Street pedestrian bridge over the Seine River. This route should consider the needs of all road users, create a comfortable and attractive route and accommodate users of all ages and abilities.

D3.5 Options for alignments are Provencher Boulevard or east/west streets on either side of Provencher Boulevard such as Notre Dame Street, Dumoulin Street, or Avenue de la Cathedrale.

(a) If Avenue de la Cathedrale is considered for a bikeway, refine and integrate the 2017 Cool Streets Design for intersection improvements at Avenue de la Cathedrale and Rue Aulneau.

(b) Recognizing that many destinations along this corridor are located on Provencher Boulevard, proponent to recommend connections from the above noted alignments to Provencher Boulevard.

- D3.6 Public engagement and communications materials must be delivered in both English and French. Timelines must take translation services into account.
- D3.7 This study will need to consider connections to facilities proposed in the PCS, which would be implemented in the future. This includes recommending any refinements to the PCS that become evident.
- D3.8 Impacts to traffic operations must be made clear when considering various routes and designs including traffic signal phasing impacts and requirements to accommodate cyclists.
- D3.9 The focus of this study is not only cycling improvements, pedestrian improvements throughout the study area shall be recommended and considered.
- D3.10 A preliminary design study with class 3 estimate is to be developed that considers the feedback of stakeholders and the public, and will work closely with area schools and the community so that support is gained for future facility use. Multiple options will be generated and evaluated through a set of criteria before determining a preferred design that will set the foundation for effective progression of future design and construction of the facility.
- D3.11 A phasing plan will be developed recommending a staged approach to construction to be considered in future budgets.

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of Professional Consulting Services in accordance with the following:
- (a) Project Planning as outlined in D5;
 - (b) Public Engagement as outlined in D6;
 - (c) Preliminary Design as outlined in D7;
- D4.1.1 The Services required under D5, D6 and D7 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.
- D4.2 Further to D4.1, Detailed Design, Contract Administration, and Post Construction Services are not currently within the scope of services. The City at its discretion may develop terms of reference near completion of Preliminary Design and negotiate fees for these services with the Consultant. The scope change would be subject to a satisfactory offer and approval from the Award Authority.
- D4.3 The following shall apply to the Services:
- (a) Active & Safe Routes to School
 - (b) City of Winnipeg Accessibility Design Standard (Third Edition, 2015)
 - (c) City of Winnipeg Pedestrian and Cycling Strategies
 - (d) City of Winnipeg Public Engagement Guidelines
 - (e) City of Winnipeg Standard Construction Specifications
 - (f) City of Winnipeg Transportation Standards Manual (Draft 2012)
 - (g) City of Winnipeg Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009)
 - (h) City of Winnipeg Tree Removal Guidelines
 - (i) City of Winnipeg Universal Design Policy

- (j) City of Winnipeg WalkBike Projects Brand Manual. Street sections and perspectives, and plan view drawings are the desired format to present designs to the public. These should be developed to a high graphical quality and approved by Public Works prior to use.
- (k) Geometric and transportation standards and guidelines set by the Transportation Association of Canada (TAC)
- (l) Professional Engineering Services as defined in Appendix A

D5. PROJECT PLANNING

D5.1 Initiation

- D5.1.1 Confirm the Scope of Work, extents of the Study Area, project objectives, and define the design intent.
 - (a) Acquire and review related reports and historical information, where available, within the Project limits and review as related to this Project.
 - (b) Acquire and review the historical and as-built drawings within Project limits from Underground Structures.
 - (c) Review adjacent land use as required to ensure that the bike corridor is compatible with the neighbouring land uses.
- D5.1.2 Prepare a Project Schedule for the entire project, broken down to an acceptable, measurable level and provide comprehensive management of the project. Monitor and maintain the same in a manner acceptable to the City, which should be submitted monthly and not be tied to invoicing. Monthly status reports provided to the Project Manager should include but not be limited to:
 - (a) Progress on tasks since previous reports;
 - (b) Planned accomplishments for next period;
 - (c) Project schedule update;
 - (d) Project budget update;
 - (e) Identify potential problems, risks, concerns, etc. for the project, which will include a risk register;
 - (f) Fee invoices that include a list of each person charging time to the Project and the percentage of those people's efforts relative to the current monthly statement and overall project to date.

D5.2 Assessment

- D5.2.1 Perform a transportation facilities needs assessment for each of the following facilities:
 - (a) Pedestrian
 - (i) Identify transit stops locations, conditions, amenities, and identify possibilities for improvement.
 - (ii) Identify possibilities for pedestrian environment improvements, such as wider sidewalks, possible encroachment opportunities, lighting requirements, conformance to CPTED (Crime Prevention Through Environmental Design) principles, accessibility issues, shared spaces, pedestrian rest areas, etc.
 - (iii) Following TAC Pedestrian Crossing Control Guide for crossings, identify locations for crossing control upgrades where warranted.
 - (b) Cycle
 - (i) Identify connectivity requirements to the cycling network.
 - (ii) Confirm routes and facility types.
 - (iii) Optimize the cycling network in the area, using adjacent streets for routing if necessary.
 - (iv) Identify locations for crossing control upgrades where warranted.

- (v) Identify needs and location for bicycle parking.
- (c) Vehicle
 - (i) Review required routes for delivery and service trucks to accommodate the functional geometric design process.
 - (ii) Review and identify existing loading and parking restrictions and provide recommendations for modifications, considering the implications for disabled parking and loading. Provide recommendations for required parking utilization studies as required to support design decisions.
 - (iii) Provide recommendations for the required lane widths and lane types.
 - (iv) Gain a technical understanding of the traffic requirements to understand the implications and opportunities for integrated all modes of transportation.
 - (v) Provide a traffic review to quantify changes in peak period performance relative to existing conditions by any proposed changes at signalized intersections with Regional Streets. The traffic review should quantify the impacts on the surrounding area transportation network.
 - (vi) Identify any geometric deficiencies with existing roadways.
 - (vii) Provide a Transit needs assessment, taking into consideration upgrades to stops, lane widths, bus shelters, etc.

D5.3 Coordination

- D5.3.1 Identify high risk utilities and provide recommendations for further studies required to aid in accommodating those utilities during the detailed design and construction phases.
- D5.3.2 Coordinate with all internal and external stakeholders.
 - (a) Confirm proposed pedestrian and cycling facility widths, geometry, and features with City of Winnipeg's Transportation Division in the Public Works Department.
 - (b) Coordinate relevant intersection designs with the City of Winnipeg Traffic Signals Branch.
 - (c) Coordinate design impacts with Transit, Fire Paramedic, Universal Design, Winnipeg Parking Authority, etc.
 - (d) Consult with the Water & Waste Department (WWD) to identify short term and long-term system improvements.
- D5.3.3 Prepare conceptual cross sections that will facilitate discussion with stakeholders and the public that show the existing and proposed cross sections, and shall include all required elements and dimensions.
- D5.3.4 Prepare overall large scale plans of the area that summarizes possible transportation facility improvements, infrastructure improvements or required treatments to facilitate discussions with stakeholders and the public.

D6. PUBLIC ENGAGEMENT

- D6.1 The Consultant shall work collaboratively with – and under the direction of – the Office of Public Engagement and Public Works Department.
- D6.2 All public engagement Work will be carried out in accordance with Public & Stakeholder Engagement Requirements for conducting public engagement on behalf of the City of Winnipeg <https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>
- D6.3 The review of public materials and advance notice of public events require time. The Consultant shall ensure adequate time is accounted for in the Project schedule.
 - D6.3.1 All public materials must be posted online 2 weeks prior to an in-person event.
 - D6.3.2 The anticipated review period for materials will be minimum 3 weeks prior to posting.
 - D6.3.3 Following review, the translation of final public materials (if required) should be allocated at least one week to complete.

D6.4 The City will cover expenses for public engagement activities, including, for example, venue rental charges, equipment rental, catering for refreshments, translation, printing, postage, courier, newspaper advertising, and photocopying subject to prior approval of costs by the Project Manager. Wherever possible, City facilities will be used to host public events.

D6.5 Public & Stakeholder Engagement Deliverables (three phases)

D6.5.1 Phase 1: Identifying Values and Needs

- (a) This phase will commence with the project kick-off meeting and end with a Public Engagement Summary Report to be provided by the Office of Public Engagement.
- (b) During this phase the City will carry out all public engagement, with the following support to be provided by the Consultant:
 - (i) Provide technical considerations that align with Winnipeg's Pedestrian and Cycling Strategies to ensure public input informs following design stages.
 - (ii) Review web and communications for technical accuracy.
 - (iii) Develop a project overview map following City's Walk Bike brand manual.
 - (iv) Provide at least three subject matter experts to be present at public events as required.
 - (v) Develop external stakeholder list.
 - ◆ Develop contact materials (email and phone call)
 - ◆ Contact key stakeholders to share project goals and obtain early feedback (at least 15).
 - ◆ Report back to project team on key points of discussion.
 - ◆ Report back on key themes of discussion for public-facing engagement reporting.
 - (vi) Develop and maintain a communication log in a format that allows for real time edits to be made and view by both the City and Consultant.
 - ◆ Document and maintain communication log resulting from all public touchpoints, including follow-up actions. During this phase the Consultant will act as the main contact for all stakeholders.

D6.5.2 Phase 2: Exploring Options

- (a) This phase will commence upon completion of phase 1 and ends with a Public Engagement Summary Report to be provided by the Consultant.
- (b) During this phase the Consultant will carry out all public engagement activities and promotion and will provide:
 - (i) Public Engagement Strategy.
 - ◆ To be based on results of Phase 1 engagement.
 - ◆ Work with the City's public engagement team to refine the public engagement strategy, including one meeting to review and monthly update and planning meetings.
 - ◆ Work with technical team to align timelines and ensure public feedback informs design stages.
 - ◆ Strategy to include detailed promotion plan.
 - (ii) Continue development and maintenance of communication log started in Phase 1.
 - ◆ During this phase the Consultant will act as the main contact for all members of the public and stakeholders.
 - (iii) Develop updates to web content, including recommended options tab, updates tab and engagement tab.
 - ◆ Recommended options to be provided in pdf format for ease of printing.
 - ◆ Update project overview maps.

- ◆ Develop artistic renderings of design options and finalized designs provided in an attractive and publically understandable format.
- ◆ Online opportunities to use City's subscription to Bang the Table.
- (iv) Reporting to include Public Engagement Summary Report, as well as reporting of:
 - ◆ Additional issues as they arise.
 - ◆ How feedback was considered and/or incorporated in response to Phase 1 engagement findings.

D6.5.3 Phase 3: Settle on Design.

- (a) This phase will commence upon completion of Phase 2 and ends with a Public Engagement Summary Report to be provided by the Consultant.
- (b) During this phase the Consultant will carry out all public engagement activities and promotion and will provide:
 - (i) Continue development and maintenance of communication log started in Phase 1.
 - ◆ During this phase the Consultant will act as the main contact for all members of the public and stakeholders.
 - (ii) Continued development of updates to web content, including recommended options tab, updates tab and engagement tab.
 - ◆ Recommended options to be provided in pdf format for ease of printing.
 - ◆ Update project overview maps.
 - ◆ Develop artistic renderings of design options and finalized designs provided in an attractive and publically understandable format.
 - ◆ Online opportunities to use City's subscription to Bang the Table.
 - (iii) Public Engagement Summary Report

D6.6 Public & Stakeholder Engagement Outcomes

D6.6.1 Execution of the public engagement strategy will result in reaching the following objectives:

- (a) Understanding of City's policies, systems and processes;
- (b) Participants understand how their input was considered and incorporated into the recommended design;
- (c) Participants understand the project timelines; and
- (d) Participants understand the City's need to deliver active transportation infrastructure accessible by all ages and abilities.

D7. PRELIMINARY DESIGN

D7.1 Further to Appendix A, Preliminary Design Services associated with the Contract shall include but not be limited to:

D7.2 Preliminary design drawings

D7.2.1 Preliminary design drawings for the facility shall include:

- (a) Existing curbs lines, buildings, transit facilities, utilities, trees/planters, property lines, and other existing features.
- (b) Existing and proposed parking and loading areas.
- (c) Plan view and profiles, confirming positive drainage and limits of work, prepared to a 30% complete level of a detailed design.
- (d) All pavement markings and signage in accordance with the City's Standards and Practices.
- (e) All traffic signal modifications.

- (f) Facility streetscaping and landscaping.
- (g) Any property requirements or easements drawings as necessary for the facility.
- (h) Transit facilities.

D7.3 Deliverables shall include:

- (a) Geometric design criteria submitted at the outset of the project.
- (b) Technical briefing memo for the project that quantifies all implications associated with the bicycle facility, and includes a public engagement report for the project.
- (c) Plan View and Cross-Sectional drawings depicting the design in a presentable manner for the public to easily interpret. The plan shall be drawn with technical accuracy.
- (d) Details and relevant information for all required geometric improvements and/or new facilities.
- (e) Class 3 Estimates with an expected accuracy within +30% to -20% for an adjustable design, using the City's BOE templates.
- (f) Traffic Study results.
 - (i) Where recommended infrastructure changes include the addition of specific bicycle phasing at signalized intersections, or changes to vehicle phases as a result of bicycle facility, the impact to the vehicle phase's level of service should be reviewed.
- (g) Loading and Parking assessment.

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. INSURANCE

D9.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D9.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other

Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;

- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$250,000 per claim and \$500,000 in the aggregate.

- D9.2.1 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.
- D9.3 The policies required in D9.2(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.
- D9.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D9.2(a) and D9.2(c).
- D9.5 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 D9.8.
- D9.6 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.
- D9.7 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.
- D9.8 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

D10. COMMENCEMENT

- D10.1 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.
- D10.2 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 D9;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D10.3 The City intends to award this Contract by February 28th, 2020.

D11. CRITICAL STAGES

- D11.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
 - (a) Submit draft functional and preliminary design reports for City review by June 26, 2020.

- (b) Receive comments from the City Project Manager by July 10, 2020.
- (c) Submit final functional and preliminary design reports by July 31, 2020.

APPENDIX A - DEFINITION OF PROFESSIONAL CONSULTANT SERVICES-ENGINEERING-PUBLIC WORKS

The City of Winnipeg
Revision: 2012-01-19

DEFINITION OF PROFESSIONAL CONSULTANT SERVICES – ENGINEERING

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DEFINITION OF PROFESSIONAL CONSULTANT SERVICES – ENGINEERING

1. DEFINITIONS

- 1.1 “Consulting Engineer” means the Professional Engineer or Professional Engineering firm engaged by the City to perform Consulting Engineering Services as described herein and within the Scope of Services of a Contract. The “Consulting Engineer” will hold and maintain, for the duration of the Project, a Certificate of Authorization from the Association of Professional Engineers and Geoscientists of Manitoba in the “Practicing Entity” category.
- 1.2 “Professional Engineer” means an individual engineer registered to practice in the Province of Manitoba by the Association of Professional Engineers and Geoscientists of Manitoba (APEGM), as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and the by-laws of the Association of Professional Engineers and Geoscientists of the Province of Manitoba.
- 1.3 “Professional Engineering” means the practice of professional engineering in the Province of Manitoba, as governed by the Engineering and Geoscientific Professions Act of the Province of Manitoba and the by-laws of the Association of Professional Engineers and Geoscientists of the Province of Manitoba (APEGM).
- 1.4 “Seal” means the impression of the stamp issued by APEGM to registered Professional Engineers, plus the signature of the registered Professional Engineer, plus the date the signature was applied.

2. INTRODUCTION

- 2.1 Further to the General Conditions for Consultant Services, it is the intent of this Appendix to clarify the City’s specific requirements of the consulting services of Professional Engineers; to more fully identify the services to be rendered by Consulting Engineers to the City and to other parties on behalf of the City; and to provide a more clearly determined basis of obligation in respect thereof by Consulting Engineers to the City and to third parties in the provision of such services.

3. GENERAL REQUIREMENTS OF PROFESSIONAL ENGINEERS

- 3.1 All services described herein shall be performed in the City of Winnipeg, unless otherwise authorized in writing by the Project Manager, and under the direct supervision of a Professional Engineer registered in the Province of Manitoba.
- 3.2 All drawings, reports, recommendations and other documents originating therefrom involving the practice of Professional Engineering shall bear the Seal of a Professional Engineer.
- 3.3 Reports and documents not involving the practice of Professional Engineering, such as letters of information, minutes of meetings, construction progress reports, may be originated and signed by other responsible personnel engaged by the Consulting Engineer and accepted by the Project Manager. Progress estimates, completion certificates and other reports related to the technical aspects of a Project, must be endorsed by the Consulting Engineer in a manner acceptable to the Project Manager.
- 3.4 None of the services, tasks, actions or requirements described herein, nor any verbal instruction from the Project Manager, are intended to relieve the construction contractor of his contractual and/or other legal obligations in respect thereof, unless specifically indicated, in writing, by the Project Manager.

4. PROFESSIONAL ENGINEERING SERVICES – ADVISORY SERVICES

- 4.1 Advisory services have been referred to by the City of Winnipeg as “Type 1 Services”
- 4.2 Advisory services are normally not associated with or followed by preliminary design and/or design services.
- 4.3 Advisory services include, but are not limited to:

4.4 Expert Testimony;

- a) Appraisals;
- b) Valuations;
- c) Rate structure and tariff studies;
- d) Management services other than construction management;
- e) Feasibility studies;
- f) Planning studies;
- g) Surveying and mapping;
- h) Geotechnical investigations;
- i) Hydrological investigations;
- j) Safety audits;
- k) Value engineering audits;
- l) Inspection, testing, research, studies, or reports concerning the collection, analysis, evaluation; and
- m) Interpretation of data and information leading to conclusions and recommendations based upon specialized engineering experience and knowledge.

5. PROFESSIONAL ENGINEERING SERVICES – PRELIMINARY DESIGN

- 5.1 Preliminary Design services have been referred to by the City of Winnipeg as “Type 2 Services”
- 5.2 Engineering services for preliminary design normally precede the detailed design of a Project.
- 6.1 Preliminary design services include, but are not limited to:
 - a) Preliminary engineering studies;
 - b) Engineering investigations;
 - c) Surface and subsurface site explorations, measurements, investigations, and surveys;
 - d) Operational studies including drainage studies, traffic studies, and noise attenuation;
 - e) Functional planning;
 - f) Formal and/or informal consultations with stakeholders and/or the general public
 - g) Physical, economical (capital and operating) and environmental studies including evaluation, comparison, and recommendation regarding alternative preliminary designs;
 - h) Special applications to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto and appearance before same in support of the application;
 - i) Identification of the necessary authorizations from regulatory authorities and/or public agencies and determination of any related impacts and/or risks to the Project;
 - j) Coordination with all the utilities including (but not limited to) hydro, telephone, gas, telecoms, fibre optics, traffic signals and other City or developer works with respect to location, relocation, construction and/or reconstruction;
 - k) Preparation and submission of a report and appropriate drawings to the Project Manager, fully documenting data gathered, explaining adequately the assessment made, stating with clarity the resulting conclusions, and containing all recommendations which are relevant to this stage of Project implementation.

6. PROFESSIONAL ENGINEERING SERVICES – DETAILED DESIGN

- 6.1 Detailed Design services have been referred to by the City of Winnipeg as “Type 3 Services”

- 6.2 Engineering services for detailed design normally involve preparation of detailed designs, construction contract specifications and drawings, analysis of bids and recommendations regarding construction contract award.
- 6.3 Detailed design services include, but are not limited to:
- 6.4 Addressing alternative methods of accommodating; relocating; avoiding, and/or protecting utilities and railways; proposing alternative methods of solution, reviewing same with the appropriate regulatory approval agencies and stakeholders;
- 6.5 Application to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto, and appearance before same in support of the application;
- 6.6 Formal and/or informal consultations with stakeholders and/or the general public;
- 6.7 Preparation and submission of detailed engineering calculations, drawings, and criteria employed in the design(s), securing review of and acceptance by the Project Manager;
- 6.8 Submission of engineering drawings and plans for circulation through the Underground Structures process;
- 6.9 Preparation of detailed engineering drawings, specifications and bid opportunity documents consistent with the standards and guidelines of the City, securing review of and acceptance by the Project Manager;
- 6.10 Preparation and provision to the Project Manager in written form, a fully detailed formal construction contract estimate;
- 6.11 Provision of appropriate response to bidders and advice to the Project Manager during the bid opportunity advertising period and, subject to acceptance by the Project Manager, issuing addenda to the bid opportunity documents;
- 6.12 Submission of a review, analysis, comparison, tabulation, calculation, and evaluation of the bids received, to the Project Manager, including a recommendation for construction contract award;
- 6.13 Arranging and attending a pre-award meeting with the recommended construction contractor, the Consulting Engineer and the Project Manager;
- 6.14 Preparation of a report including revised contract estimate, identifying and explaining variations from the earlier formal estimate.

7. PROFESSIONAL ENGINEERING SERVICES – CONTRACT ADMINISTRATION

- 7.1 Contract Administration services have been referred to by the City of Winnipeg as “Type 4 Services”
- 7.2 Engineering services for Contract Administration are associated with the construction of a Project and include the office and field services required to ensure the execution of the Project in accordance with the intent of the City and in conformance with the particulars of the drawings and specifications.
- 7.3 Engineering services for Contract Administration can be generally divided into NON-RESIDENT and RESIDENT services.
- 7.4 NON-RESIDENT Contract Administration services include but are not limited to:
 - (a) Consultation with and advice to the Project Manager during the course of construction;
 - (b) Review and acceptance of shop drawings and other submissions supplied by the construction contractor or supplier to ensure conformance with the drawings and specifications;
 - (c) Review and report to the Project Manager upon laboratory, shop and other tests conducted upon materials and/or equipment placed or installed by the construction contractor to ensure conformance with the drawings and specifications;
 - (d) Acceptance of and/or recommendations for alternate materials and methods, subject to the approval of the Project Manager;

- (e) Provision to the Project Manager of a complete, current monthly Project status report;
- (f) Provision to the Project Manager a current update of revised construction contract-end cost estimate on a monthly basis, or more frequently if necessary, with explanation and justification of any significant variation from the preceding construction contract-end cost projection;
- (g) Definition and justification of any changes to the construction contract for review by the Project Manager;
- (h) Supplying the Project Manager with a copy of all significant correspondence relating directly or indirectly to the Project, originating from or distributed to, parties external to the Consulting Engineer, immediately following receipt or dispatch;
- (i) Provision of adequate and timely direction of field personnel by senior officers of the Consulting Engineer;
- (j) Establishment prior to construction and submission to the Project Manager of written and photographic records of, and assessment of the physical condition of the project site and the properties, buildings, facilities, and structures adjacent to the project site sufficient to equip the Consulting Engineer 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;
- (k) Arranging and attending pre-construction meetings and on-site or off-site review meetings, including representatives of the construction contractor, the Project Manager, and other technical stakeholders as applicable;
- (l) The preparation and submission of:
 - i. a detailed design notes package including items such as structural, geotechnical, hydraulic and heating, air-conditioning and ventilation design calculations; mechanical and electrical design calculations related to process equipment and building services; process design calculations; and instrumentation and process control design calculations;
 - ii. approved related shop drawings and equipment process manuals all within one (1) month of completion of each separate installation construction contract required to complete the works.

7.5 RESIDENT Contract Administration services include but are not limited to:

- a) Provision of qualified resident personnel – acceptable to the Project Manager – present at the Project site to carry out the services as specified below:
 - i. inspection of all pipe prior to installation;
 - ii. inspection and acceptance of excavation for, and full time inspection at the time of bedding placement, pipe laying and backfilling in respect of installation of watermains, land drainage sewers, and wastewater sewers;
 - iii. inspection of installation of all connections to watermains, sewers, manholes, valves, hydrants or house services, and excavation and/or exposing of all underground services, structures, or facilities;
 - iv. inspection of all excavations to determine soil adequacy prior to installation of base and subbase courses for sidewalks, public back lanes, and street pavements;
- b) Further to 7.5a), full time inspection will require assignment of qualified resident personnel – acceptable to the Project Manager – to each specific location when the referenced work is being undertaken by the construction contractor:
 - i. full time inspection and/or testing of watermains and sewers;
 - ii. full-time inspection during pavement placement; during finishing of public sidewalks and public lanes and/or street pavements
 - iii. full-time inspection during construction of bridge infrastructure and other structural works.

- c) Conduct detailed inspection of construction sufficient to ensure that the construction carried out by the construction contractor conforms to the drawings and specifications;
- d) Co-ordination and staging of all other works on the Project site including traffic signal installations, hydro, telephone, and gas utility work, railway work forces and/or other City or developer work;
- e) With approval of the Project Manager, provision of notice to adjacent residents and businesses of those stages of construction of the Project that will interrupt public services or access thereto, sufficiently in advance of same to permit preparation therefore;
- f) Enforcement of construction contractor conformance with the City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City Streets and with reasonable standards of safety for motorists and pedestrians;
- g) Provision of reference line and elevation to the construction contractor and checking upon the construction contractor's adherence thereto;
- h) Representation of the City to the local residents and businesses and other inquiries in a professional manner, with responsible and prompt reaction to requests, minimizing impact and/or disruption of the Project to the extent possible;
- i) Arranging for and carrying out of testing of materials utilized by the construction contractor to ensure conformance with the drawings and specifications;
- j) Measurement, calculation, preparation, certification, and prompt submission of progress estimates to the Project Manager for payment to the construction contractor for construction performed in accordance with the drawings and specifications;
- k) Arrange, attend and prepare and distribute records of and minutes for, regularly held on-site or offsite Project review meetings including representatives of the construction contractor and the City;
- l) Promptly report any significant and unusual circumstances to the Project Manager;
- m) Promptly arrange for and conduct a detailed final inspection of the Project with the construction contractor and the Project Manager prior to commencement of the period of contractor warranty specified in the construction contract for the Project, and providing to the Project Manager in written form an appropriate recommendation for commencement of the warranty period for the constructed or partially constructed Project;
- n) Act as Payment Certifier and administer all construction contracts as required under the Builder's Liens Act of Manitoba;
- o) Keep a continuous record of working days and days lost due to inclement weather during the course of construction contract works;

8. PROFESSIONAL ENGINEERING SERVICES – POST CONSTRUCTION SERVICES

8.1 Engineering Services in the post-construction phase of a Project are associated with the completion and close-out of the Project and generally considered part of Contract Administration (Type 4) Services.

8.2 The Consulting Engineer is required to provide post-construction services including but not limited to:

- a) Preparation of a Certificate of Substantial Performance in the standard City of Winnipeg format
- b) Preparation of a Certificate of Total Performance in the standard City of Winnipeg format
- c) Provision of inspection services during the warranty period of the construction contract;

- d) Provision of inspection services for maintenance (paid) items within the warranty period of the construction contract;
- e) Coordination of a detailed inspection of the Project with the construction contractor and the Project Manager prior to the end of the period of construction contract warranty specified in the construction contract for the Project;
- f) Prompt resolution of:
 - i. deficiencies in design
 - ii. outstanding construction contract warranty issues
- g) Submission of a final construction report within three (3) months of the Substantial Performance date of the construction contract, including final or projected final construction contract costs;
- h) Provision of record drawings, within three (3) months of Substantial Performance date;
- i) Preparation of a Certificate of Acceptance in the standard City of Winnipeg format.

9. PROFESSIONAL ENGINEERING SERVICES – ADDITIONAL SERVICES

- 9.1 Additional Services have been referred to by the City of Winnipeg as “Type 5 Services”
- 9.2 Additional services are Consulting Engineering services that fall outside those described above and may or may not be associated with a construction project, but are not in place of or in substitution for those services elsewhere specified in the *Definition of Professional Consultant Services – Engineering*, with respect to other types or categories of Services.
- 9.3 Engineering Services called Additional Services include but are not limited to:
 - a) Revision of completed, or substantially completed, drawings and/or specifications that were in conformance with the original intent of the City or had been accepted by the Project Manager;
 - b) Preparation of operating manuals and/or training of operating personnel;
 - c) Start-up and/or operation of operating plants;
 - d) Procurement of materials and equipment for the City;
 - e) Preparation for and appearance in litigation on behalf of the City;
 - f) Preparation of environmental studies and reports and presentation thereof in public hearings;
 - g) Preparation and submission to the Project Manager, final quantities and dimensional measurements which the City requires for assessment of Local Improvement Levies within one (1) month of Project completion.