



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 888-2019

**PROFESSIONAL CONSULTING SERVICES FOR THE MARION STREET
CORRIDOR IMPROVEMENTS 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 THE MARION STREET CORRIDOR IMPROVEMENTS STUDY

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, December 05, 2019.

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/matmgmt/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.
- B6.6 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.
- B6.7 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the number of pages is limited to thirty (30) and 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.
- B6.8 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B6.9 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.

B6.10 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.11 Proposals shall be submitted to:

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

B6.12 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.
- B8.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b). An allowance of up to 8% may be made for overhead expenses. The amount for each disbursement shall be shown on Form P: Person hours as Type 1 Disbursement.
- B8.5 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.
- B8.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

- B9.1 Proposals should include details demonstrating the history and experience of the Proponent and Subconsultants in applicable professional Consultant services as required in D4.1 and as defined in Appendix A for up to three projects of similar scope and complexity and/or similar size and complexity. For each project listed the Proponent should submit: a description of the project; role of the proponent; project's original contracted cost and final cost separated into design and construction costs (if applicable); the year the project was completed; the project owner; and reference information (one current name with telephone number per project).
- B9.1.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.2 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

- B10.1 Describe your approach to overall team formation and coordination of team members. Include an organizational chart for the Project.
- B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design 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. 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 the description of project; role of the person; project Owner; reference information (one current name with telephone number per project).
- B10.3 Further to B10.2, the level of effort of the Key Personnel presented in the Table required in B11.4 will be considered in evaluating the experience and qualifications.

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. Methodology should be presented in accordance with the Scope of Services identified in D4. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project. Proponents shall describe their methods for quality control and quality assurance.
- B11.2 Proposals should address the team's understanding of the broad functional and technical requirements; including but not limited to the team's understanding of geometric design, urban design, construction staging, access management, pedestrian and cyclists accommodation, safety; and how the stakeholder discussions and feedback integrates into the planning and decision-making process; the City's Project methodology with respect to the information provided within this RFP; and any other issue that conveys your team's understanding of the Project requirements. The Proposal shall explicitly list dates for all key meetings and list all the planned deliverables and their formats for the project and state any assumptions made with respect to the deliverables and the Scope of Services. The Proposal shall also list all activities and services to be provided by the City.
- B11.3 For each person identified in B10.1, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.
- B11.4 Methodology should be presented in accordance with the Scope of Services identified in D4.1. A table, similar to the "Person Hours" Form P, shall be included that details an outline of the work program for all Phases of the assignment 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.

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. The schedule should demonstrate how the Scope of Services of this RFP, collaborate with Public Engagement as outlined in D5.5 below.
- 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%
- (d) Experience of Proponent and Subconsultant; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 25%
- (f) Project Understanding and Methodology (Section E) 35%
- (g) Project Schedule. (Section F) 10%

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(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.

B21.8 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

B21.9 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.

- B21.10 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.
- B21.11 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.
- B21.12 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 The City may, at its discretion, award the Contract in phases.
- B22.5 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.
- B22.5.1 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 award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.7 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.
- B22.8 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:

Damir Muhurdarevic, P. Eng.

Telephone No. 204 986-3712

Email Address: DMuhurdarevic@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. INTRODUCTION AND 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 In 2011, Council adopted the Transportation Master Plan (TMP) which included Marion Street Widening/Grade Separation and Improvements between Archibald Street and Lagimodiere Blvd. as a short term project.

D3.3 In 2013, the Public Service engaged MMM Group Ltd. to undertake the functional design study. The primary focus of this study was to improve traffic capacity and safety. The functional design study was completed in 2015 identifying the Option 2 alignment which included widening Marion Street to six lanes between Youville Street and Lagimodiere Boulevard including realignment of Route 115 to connect Marion Street directly with Dugald Road. A grade separation of Marion Street was proposed at Archibald Street and the CP Emerson Subdivision. Additional information on the previous study can be found at <https://winnipeg.ca/publicworks/construction/studies/marionwidening.stm>.

D3.4 In 2016, Council directed that the previous study be received as information and that the Public Service be directed to investigate and report back on more affordable functional design options to improve transportation deficiencies along Marion Street between Lagimodiere Boulevard and Youville Street that do not include a grade separation or widening. Further, the more affordable options to be investigated shall include a public engagement process, improvements to accommodate pedestrians/cyclists, improvements to safety and traffic operations at key intersections while minimizing land requirements.

D3.5 This functional design study will focus on budget conscious design solutions along Route 115 from St. Mary's Road to east of the Lagimodiere Boulevard/Dugald Road intersection. There are interrelated areas within the neighbourhood the street passes through, each with unique uses, needs and challenges and implementing any change within one area requires changes to another with the goal of improving the livability of the Marion/Goulet couplet while creating a safe travel area for all modes of transportation. The study limits are approximately identified in Appendix B. Generally, subject to the detailed scope identified in D5.4 the study will include the following components:

- (a) Investigation of a complete streets approach for the Marion Street and Goulet Street couplet between St. Mary's Road and Youville Street.
 - (b) Geometric Improvement to the Marion Street to Goulet Street connection at Youville Street.
 - (c) At-grade intersection and rail safety improvements at the Marion Street/Archibald intersection and CP Emerson Subdivision railway crossing.
 - (d) Intersection improvements the Marion Street/Panet Road/Dawson Road N intersection.
 - (e) Improvements on Lagimodiere Boulevard including intersection improvement at Marion Street and Dugald Road intersections to improve traffic flow on Route 115 and Route 20 (Lagimodiere Boulevard).
 - (f) Review of the remaining portions of Marion Street for safety and renewal requirements of the four lane roadway while minimizing land requirements.
 - (g) Incorporate pedestrian and cycling requirement within the study area.
- D3.6 The study shall prioritize the recommended improvements along the corridor that may include staging and budgeting specific improvements over many years.
- D3.7 The Marion-Goulet couplet serves a dual function, both as a major city route, connecting neighbourhoods and transporting people, goods and services, and also as a neighbourhood main street - accommodating a mix of uses, functioning as a place to live, work and play. Several documents, as outlined below, will help guide the complete streets design functional design portion of the study:
- (i) OurWinnipeg, which identifies corridors like the Marion-Goulet couplet as locations for transformative change from a land use perspective. Through their residential, employment and commercial intensification, people will be able to access a greater number of goods and services with one trip.
 - (ii) The Complete Communities Direction Strategy is one of four direction strategies supporting OurWinnipeg and has statutory authority as a secondary plan. The strategy guides land use and development in Winnipeg. It came into effect in concurrence with OurWinnipeg. It identifies Marion and Goulet as a Community Mixed Use Corridor.
 - (iii) Transit Oriented Development (TOD) Handbook to guide development along Rapid Transit Corridors and other Corridors identified in the Complete Communities Direction Strategy (first identified in OurWinnipeg, and endorsed by the City in 2011). The TOD Handbook includes an overview of TOD and its core principles, and provides a range of considerations, tools and strategies for implementing TOD in Winnipeg.
- D3.8 The Complete Communities Direction Strategy identifies the former Public Markets Lands as a Major Redevelopment Site. A Secondary Plan application has been made to the City for these lands. Background material for review as part of this study is available here: [http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20190930\(RM\)PD-28](http://clkapps.winnipeg.ca/DMIS/permalink.asp?id=A20190930(RM)PD-28)
- D3.9 The Winnipeg Transit Masterplan is a currently ongoing study by the City to help develop a long-term, system-wide plan that will cover all aspects of the public transit system - Transit, Rapid Transit and Transit Plus (formerly Handi-Transit) service and infrastructure. The plan will build on the 2011 OurWinnipeg Sustainable Transportation Strategy and Transportation Master Plan as well as public input from the OurWinnipeg Review. The study shall take into account Transit Service Improvement along the Marion Street Corridor and the potential future route for the expansion of the Rapid Transit Network along St. Mary's Road, west of the study area. The Winnipeg Transit Masterplan is expected to be completed in Spring 2020.
- D3.10 In 2017, the City asked members of the public and stakeholders for help reopening the conversation on Marion Street to plan public engagement in ways that were most relevant to the community. Feedback was gathered through an online survey and stakeholder interviews. The Public Engagement Planning Report

(https://www.winnipeg.ca/publicworks/construction/pdf/MarionDugald/Engagement_Planning_Report_2017-09-11.pdf) provides direction for engagement techniques that are most relevant to the community.

In 2019, public engagement components were carried out in accordance with the feedback provided in 2017. A report on the approach and findings of the engagement program can be found in

(https://winnipeg.ca/publicworks/transportation/pdf/movingonmarion/MovingOnMarion_PE_Report_20190827_FINAL.pdf)

Results from the program confirmed and provided the direction for the further study of: improved infrastructure for active transportation including bike lanes and streetscaping elements, preservation of Happyland Park, current and future traffic conditions around proposed new developments at the former Public Market Lands, and signal timing optimization and geometric review of roads for improvements to safety and traffic flow.

All upcoming phases of public engagement for this study will be directed through a supporting assignment, as outlined in RFP 887-2019 *Public Engagement Services for the Marion Street Corridor Improvements Study* and in D5.4 in this RFP.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of Professional Consulting Services in accordance with the following:

- (a) Functional Design of the Moving on Marion Professional Consulting Services Assignment (RFP 888-2019) as outlined in D5;

D4.1.2 The Services required under D4.1 , 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 The following shall apply to the Services:

- (a) Public Engagement Guidelines
<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>
- (b) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
- (c) City of Winnipeg's Transportation Standards Manual (Draft 2012);
- (d) Universal Design Policy (December 2001)
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>
- (e) City of Winnipeg's Accessibility Design Standards (latest edition);
http://winnipeg.ca/ppd/Universal_Design.stm
- (f) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009);
- (g) City of Winnipeg's Tree Removal Guidelines (March 2014);
- (h) The current edition of The City of Winnipeg Standard Construction Specifications.
- (i) Winnipeg Pedestrian and Cycling Strategies, <http://walkbike.winnipeg.ca>
- (j) Current and best practices in pedestrian and cycling infrastructure design.
- (k) Canadian Highway Bridge Design Code, CSA S6-14.

- (l) City of Winnipeg Green Building Policy: New City-Owned Buildings and Major Additions;
- (m) OurWinnipeg,
<http://www.winnipeg.ca/interhom/CityHall/OurWinnipeg/pdf/OurWinnipeg.pdf>
- (n) Complete Communities Direction Strategy;
<http://www.winnipeg.ca/interhom/CityHall/OurWinnipeg/pdf/CompleteCommunities.pdf>
- (o) Transportation Master Plan;
<https://winnipeg.ca/publicworks/transportation/pdf/transportationMasterPlan/2011-11-01-TTRWinnipegTMP-Final-Report.pdf>
- (p) City of Winnipeg TOD Handbook;
<http://winnipeg.ca/ppd/planning/TOD/pdf/Handbook.pdf>
- (q) City of Winnipeg Zoning By-law (200/2006);
- (r) The Accessibility for Manitobans Act;
http://www.accessibilitymb.ca/pdf/accessibility_for_manitobans_act.pdf
- (s) Brand Guidelines:
https://www.winnipeg.ca/finance/findata/matmgt/documents/2019/544-2019/544-2019_ADDENDUM_1/CW-Brand_Manual-2019-REVISED-201904.pdf
- (t) Norwood Grove BIZ Master Plan Visioning Report (February 2018);
<http://norwoodgrove.com/wp-content/uploads/2018/03/17057-Norwood-Grove-BIZ-Visioning-Report-FINAL.pdf>
- (u) Edmonton Main Streets Guidelines (2016):
https://www.edmonton.ca/city_government/documents/RoadsTraffic/MainStreet_Guidelines_Feb2016.pdf

D4.3 The funds available for this Contract are \$600,000.00

D5. FUNCTIONAL DESIGN OF THE MARION STREET CORRIDOR IMPROVEMENTS

D5.1 The functional design shall be generally consistent with Type 1 service as outlined in Appendix A. Services shall include but not be limited to the items listed in D5.

D5.2 Project Management, Quality Control / Quality Assurance

- (a) Prepare and facilitate a Project Chartering session to produce a Project Charter and a Project Management Plan at project commencement. Update the Project Management Plan on an as-required basis.
- (b) Prepare and maintain a deliverables submission schedule.
- (c) Prepare working papers for key elements and present results and recommendations to the City's Project Steering Committee and gather feedback.

D5.3 Project Meetings

- (a) Hold meetings with the City Project Manager and members of the appointed City of Winnipeg Project Technical Steering Committee at project start up, and at other key times including: presentation of the findings of the investigations, presentation of potential options and to gain concurrence of recommendations for the alternatives to be developed, and during finalization of the preliminary design report.
- (b) A list of key meetings as noted in D5.3(a) with dates shall be included in the Proposal.
- (c) Consultant shall hold other meetings as required and as needed, and as a minimum, on a bi-weekly basis, to ensure that the City Project Manager is up to date on all issues and the progress of the Project.
- (d) A responsibility assignment matrix should be included in the meeting minutes that clarify roles and responsibilities for action items.
- (e) Quality Control / Quality Assurance

- (i) Implement QC / QA program during the course of the project.
- (f) Monthly Status Reports
 - (i) The Consultant shall submit a written Monthly Status Report every month to the City Project Manager during the course of the project. The status reports shall include:
 - ◆ Progress on tasks since previous report;
 - ◆ Planned accomplishments for the next period;
 - ◆ Project schedule update;
 - ◆ Project budget update; and
 - ◆ List concerns, potential problems, risks, etc, for the project.

D5.4 Study Objectives

D5.4.1 Evaluation of Conceptual Design Options

- (a) Components of Marion Street Corridor Improvements Functional study are outlined on the Appendix B map, and more specifically listed below:
 - (i) Investigate Complete Streets approach for the Marion Street and Goulet Street Couplet between St. Mary's Road and Youville Street, as per D5.7. All designs must meet the Vision, Goals and Intent set forth in OurWinnipeg/Complete Communities Direction Strategy and other relevant policy documents.
 - (ii) Geometric improvements to the westbound Marion-Youville-Goulet connection (from approximately 60m East of Youville Street on Marion Street, to approximately 130m West of Youville Street on Goulet Street), as per D5.7.1 to D5.7.7
 - (iii) At-grade intersection and rail safety improvements at the Marion Street and Archibald Street intersection (approximately spanning from Kavanagh Street to Deniset Street on Archibald Street, and approximately 150m East and West of Archibald Street on Marion Street), as per D5.7.1 to D5.7.8, taking into consideration modifications to Dugald Drain adjacent culverts, as per D5.8, and Happyland Park, as per D5.9.
 - (iv) At-grade intersection improvements at the Marion Street/Panet Road/Dawson Road N. intersection (spanning approximately 80m in each of the five (5) directions away from the intersection), as per D5.7.1 to D5.7.7.
 - (v) Geometric improvements on Lagimodiere Boulevard, including intersection improvements at Marion Street and Dugald Road intersections, and consider localized widening of Lagimodiere Boulevard, to improve traffic flow on Route 115 and Route 20 (approximately spanning from Warman Road to Dawson Road N., on Lagimodiere Boulevard), as per D5.7.1 to D5.7.7.
 - (vi) Pedestrian and cycling requirements within the entire Marion Street Corridor, from St. Mary's Road to Lagimodiere Boulevard, including safety and functionality improvements across the St. Mary's Road/Marion Street/Goulet Street intersection.
 - (vii) Carry out a functional design of the active transportation network extension along and around Marion Street, from St. Mary's Road to Lagimodiere Boulevard. The extents of the transportation network within the Marion Street and Goulet Street Couplet shall be confined to Bertrand Street to the North, and Horace Street to the South. East of Youville Street, include the Trembay Street Bridge as a potential Seine River Crossing route. At Archibald St., consider Guilbault Street as the southern limit of the network extension.
 - (viii) Review of the remaining portions of Marion Street for safety and renewal requirements of the four lane roadway while minimizing land requirements.
- (b) A minimum of three (3) viable conceptual design options for each study component outlined in D5.4.1(a) shall be developed to allow comparison and selection to proceed to Public Engagement. The Consultant should qualitatively assess cost, functionality, land requirements, adjacent land use implications, implications of the staging plans,

potential mitigation measures, input received through the public engagement program and consider their implications in the options comparison.

- (c) Develop a Class 5 cost estimate (expected accuracy (+100 to -50%) for each viable conceptual design option at this stage.
- (d) In consultation with the Technical Steering Committee, establish performance measures and evaluation criteria for the conceptual design options.
- (e) Undertake a robust and defensible evaluation of the options, including a cost/benefit analysis for each option.
- (f) Revised conceptual options to be taken to the public as part of Phase 2 of public engagement, as outlined in Public & Stakeholder Engagement D5.5.
- (g) After Phase 2 of Public Engagement, in consultation with the Technical Steering Committee, re-evaluate conceptual options based on criteria developed under D5.4.1(d) and the public input. Recommend up to two (2) preferred options for to be developed to a full Functional Design. These preferred options may be variations of those developed at the conceptual stage.

D5.4.2 Development of preferred options

- (a) Proceed in developing a functional design for the selected options, which includes drawings, aesthetically pleasing artistic renderings, Class 4 cost estimate (expected accuracy of +50% to -30%), and risk assessment.
- (b) A project Risk Management Plan shall be developed, identifying risks and appropriate mitigation recommendations, as they relate to the successful completion of the project. Use the City of Winnipeg's Project Management templates, available at: <http://winnipeg.ca/finance/infrastructureplanning/camp.stm#5>.
- (c) Functional Design to be taken to the public as part of Phase 3 of public engagement, as outlined in Public & Stakeholder Engagement D5.5.
- (d) Optimize functional design based on public input.

D5.4.3 Graphics

- (a) All graphical content developed for public consumption and final reports will be designed to adhere to the City's of Winnipeg's Brand Manual: https://www.winnipeg.ca/finance/findata/matmgt/documents/2019/544-2019/544-2019_ADDENDUM_1/CW-Brand_Manual-2019-REVISED-201904.pdf

D5.4.4 Ranking of Corridor Improvement areas

- (a) Upon completion of the functional design, in consultation with the Technical Steering Committee, rank the recommended improvement areas along the corridor in order of priority. This shall include but not be limited to staging the order of the specific improvements, and budgeting recommendations for improvements over several years.

D5.5 Public & Stakeholder Engagement

D5.5.1 The public engagement services associated with this study are directed by a separate assignment. This process was adopted to ensure the City is able to evaluate public engagement firms independently of the technical Consultants to ensure the highest quality public engagement proposal is chosen.

D5.5.2 Coordination and collaboration with the successful proponent awarded Public Engagement Services for the Marion Street Corridor Improvements Study RFP 887-2019 are required.

- (a) In consultation with the Technical Steering Committee, schedule project requirements to sync timelines for meetings and deliverables to ensure technical information/materials supplements engagement information/materials. Include schedule flexibility for public engagement materials to meet approval deadlines, as per City of Winnipeg Public Engagement Guidelines.

- (b) Prepare technical information and materials necessary for public engagement as outlined in Appendix C, Public & Stakeholder Objectives of the Public Engagement Services for the Marion Street Corridor Improvement Study RFP.
- (c) Provide technical experts for public events/sessions and stakeholder meetings as outlined in Appendix C, Public & Stakeholder Objectives of the Public Engagement Services for the Marion Street Corridor Improvement Study RFP.
- (d) Ensure that public input obtained is mutually analysed and reflected in the design options developed and incorporated into the final functional design of that Project where required.

D5.6 Site Investigations

- D5.6.1 Conduct surface and sub-surface site explorations, measurements, investigations and surveys as required, including but not limited to geotechnical requirements as identified in E1.
- D5.6.2 In consultation with the Project Manager and the Steering Committee determine the extent to which site investigation is required.
- D5.6.3 Perform a desktop review of all sewer and manhole assets in the City of Winnipeg's Sewer Management System (SMS) application. Review existing CCTV inspections shown in SMS. In consultations with the Water & Waste Department and the approval of the Project Manager recommend further sewer infrastructure investigations requirements that may be undertaken in the future or added as extra work to this Contract (i.e. no need to include in the RFP submission).
- D5.6.4 Identify existing locations of roadside components, which shall include, but may not be limited to:
 - (a) on-street and off-street parking and loading
 - (b) bus stops
 - (c) Street Furniture
 - (d) Trees
 - (e) Lighting Standards
- D5.6.5 Consult with St. Boniface Hospital regarding existing parking facilities, and parking utilization.

D5.7 Transportation Design Study

- D5.7.1 Review of Existing Information
 - (a) Obtain and review existing information, including the 2016 Marion Functional Design Marion Study Report, the 2016 Fireseeds North Network Screening Report, record drawings, utility information, reports, traffic volumes, cycling volumes, accident data and other information that will be provided by the City by emailing the Project Manager identified in D2.
 - (b) Confirm and supplement this information as necessary.
- D5.7.2 Road and Sidewalk Condition Assessment
 - (a) Undertake a condition assessment and consult with the Project Manager prior to recommending renewal treatment for existing pavement and sidewalks.
- D5.7.3 Traffic Operations
 - (a) Undertake a traffic operations analysis along the route to identify required safety, accessibility and capacity improvements.
 - (b) The project will have its macro traffic modelling performed in-house by the City's Transportation Division and the micro simulations are to be performed by the successful Consultant. Micro-simulations are to be performed to quantify the impacts

of access management and improvements to operations. Either Synchro or PTV Software can be used to model the study area. The projected traffic design year will be 2041.

- (c) Construction traffic flow needs to be considered and accommodated.
- (d) Traffic analysis may require consideration of potential new development at former Public Market Lands and Maple Leaf Foods expansion, as well as full build outs of currently developed and future precincts
- (e) Conduct off-street parking utilization data collection and on-street/off-street parking utilization data analysis (on-street parking date to be provided by the City)
- (f) Explore and propose parking management strategies

D5.7.4 Road Design

- (a) The project team should include a senior transportation engineer with extensive experience in the successful design and completion of major mixed-use transportation corridor projects.
- (b) Confirm design requirements with the City and arrive at an agreed on design criteria early in the project. Produce a design basis memorandum. It is understood and expected that the design criteria may need to be adjusted, in consultation with the Project Manager where desired or minimum design criteria cannot be reasonably be met along the route when developing options
- (c) Confirm appropriate project limits.
- (d) The design is to balance the needs of all users, including fire and paramedic services. Transit and school buses, goods movement tractor-trailers (WB-20), solid waste collection trucks, maintenance vehicles (snow clearing, street sweeping, etc), passenger vehicles, cyclists, and pedestrians.
- (e) Investigate alternatives so the best and most efficient design can be determined.
 - (i) Prepare horizontal and vertical alignments that offer optimal cost/benefit in terms of
 - ◆ safety,
 - ◆ property and pavement costs,
 - ◆ community impacts
 - ◆ constructability and traffic staging
- (f) Investigate intersection channelization for all modes of traffic based on traffic analysis.
- (g) Explore access management strategies for improved safety.
- (h) Examine existing transit stop locations and shelters, and propose optimum locations and shelters.
- (i) Consider space for potential overhead sign structures (OHSS), and roadside safety features.
- (j) Prepare a functional design (preferred concept or hybrid of features from concept designs), which improve corridor for all users.

D5.7.5 Traffic Signals Design

- (a) Work with City Traffic Signals Branch to identify and stage new signals infrastructure as required.

D5.7.6 Transit Considerations

- (a) For development of conceptual design options and the preferred functional design option as outlined in D5.7, take the latest available options from the ongoing Transit Masterplan study for all transit Improvements along the Marion Street Corridor into consideration.

- (b) As the Transit Masterplan study is to conclude in Spring/Summer 2020, optimize conceptual design options based on the Council approved recommendation to complement the results of the study.
- (c) The latest publicly available materials of this study are available on its project website <https://winnipegtransit.com/en/major-projects/transit-master-plan/>. Additional information will be available to the successful proponent upon Award of Contract.

D5.7.7 Overhead Sign Structures

- (a) Identify need, type, and location of Overhead Sign Structures (OHSS) based on functional design options developed.

D5.7.8 Railway Considerations

- (a) Consult with railway authorities as required if the functional design options developed as outlined in D5 affect any railway infrastructure.
- (b) Explore feasibility of localized realignment of the CPR Emerson subdivision rail line to improve safety and functionality of the Marion Street and Archibald Street intersection.

D5.7.9 Functional Design of Active Transportation Network Modifications/Expansion

- (a) A Key Direction of the Pedestrian Cycling Strategies (PCS) <http://walkbike.winnipeg.ca> is to develop a spine network to provide high quality connections to Downtown from each area of the City. The functional design to be performed as per D5.7.9 must meet the Vision, Goals and Intent set forth in the PCS.
 - (i) Map 4.7 of the document presents the Marion St / Goulet St couplet as a priority for cycling infrastructure and requiring a corridor study.
- (b) Consider pedestrian improvements throughout the corridor including but not limited to sidewalks, network connections, and crossing improvements. These will be considered from the perspective of safety, comfort, convenience and placemaking.
- (c) Incorporate an east/west bikeway design within the study area show on the Map in Appendix B. Marion Street, Goulet Street or other east/west routes may be considered. Along with the main east/west route, this study will also consider and include spur connections to the main route and identify and address gaps in the network based on the Pedestrian Cycling Strategies, current/recent development applications, public feedback and other considerations as needed/directed. When considering routes identified in the PCS also provide recommendations on any refinements to the PCS that become evident.
- (d) Identify and address gaps in the sidewalk network in the study area based on the Pedestrian Cycling Strategies, current/recent development applications, public feedback and other considerations as needed/directed.
- (e) Bikeway planning and design should consider the needs of all road users, to create a comfortable and attractive route and accommodate users of all ages and abilities.
- (f) Consider, connect with and incorporate appropriate elements of the previous WalkBike project known as the *Southeast Corridor, Connecting the Bishop Grandin Greenway to St. Boniface Study*. The results of the study can be found here: <https://www.winnipeg.ca/publicworks/pedestriansCycling/walkbikeprojects/southeastCorridor.stm>
- (g) Within the study area the western terminus of the east/west bikeway shall include, but may not be limited to, the Norwood Bridge and the Norwood Flats neighbourhood. Recommend an eastern terminus based on the Pedestrian Cycling Strategies, current and recent development applications, public feedback and other considerations as needed/directed.
- (h) Recommend locations for streetscaping amenities including but not limited to benches and bike racks to be located on public property at or close to major destinations along the east/west bikeway.
- (i) The intersection of St. Mary and Marion St/Goulet St is an inconvenient, multi-stage crossing for pedestrians and cyclists and is a concern for the community.

Improvements to this intersection should be considered and included in the conceptual design options

- (j) Impacts to traffic operations must be made clear when considering various routes and designs. This analysis will include but is not limited to:
 - (i) Traffic signal phasing impacts and requirements.
 - (ii) Traffic modeling (eg. Syncro) of major intersections where the bikeway aligns and/or crosses.
- (k) Prepare a functional design (preferred concept or hybrid of features from concept designs).
- (l) Develop a phasing plan recommending a staged approach to construction to be considered in future budgets.

D5.7.10 Urban Design

- (a) The urban design of the Marion-Goulet couplet is to be guided by City of Winnipeg policy documents, as outlined in D3.7.
- (b) Complete Streets Urban Conceptual and Functional Designs
 - (i) Complete Streets principles to be included are:
 - ◆ ROW which balances the safety, accessibility, and mobility needs of all users of all ages and abilities,
 - ◆ Users of the ROW include pedestrians, cyclists, wheel chair users, transit riders, and motorists.
 - ◆ Design vehicles include, passenger vehicles, garbage/recycling collection trucks, transit buses, school buses, delivery trucks, semi-trucks, and fire & paramedic vehicles.
 - ◆ Transportation facilities (sidewalks, bike lanes, and motor vehicle lanes) which function in the context of the surrounding land uses.
 - ◆ Attractive and comfortable streetscape
 - (ii) Carry out a tree condition assessment along the couplet sidewalks as part of the complete streets designs, and affected trees within the rest of the roadways improvements study area.
 - (iii) Designs should explore a variety of features including, but not limited to:
 - ◆ road narrowing,
 - ◆ on-street parking,
 - ◆ on-street loading zones,
 - ◆ protected bicycle lanes,
 - ◆ bus lanes,
 - ◆ sidewalk expansion,
 - ◆ sidewalk bump-outs,
 - ◆ landscaping,
 - ◆ street furniture,
 - ◆ lighting, and
 - ◆ place making.
- (ii) Prepare drawings and design memoranda demonstrating all implications (trade-offs and benefits) of each of the conceptual designs, as they relate to all users' experiences.
- (iii) Prepare a functional design (preferred concept or hybrid of features from concept designs).

(c) Design Guidelines

Prepare and submit a Design Guidelines Document for adjacent buildings and private property. The boundaries of the Design Guidelines are to be as outlined in D5.7.10(b)(i). All designs must meet the Vision, Goals and Intent set forth in OurWinnipeg/Complete Communities Direction Strategy and other relevant policy documents.

- (i) This document shall provide a vision for how lands can be designed and developed within an urban neighbourhood main street context (i.e. street oriented buildings) and inform potential future changes to the City of Winnipeg Zoning By-law (200/2006) as a PDO.
- (ii) The Design Guideline components shall include, but not be limited to:
 - (i) Building placement, setbacks and Scale
 - (ii) Façade treatment and building entrance considerations
 - (iii) Site services, access and parking
 - (iv) Signage
 - (v) Landscaping

D5.8 Structure Modifications Design

D5.8.1 Modifications and/or Replacements of existing culverts along the Duglad drain crossing Archibald Street just South of Marion St., crossing the private approach to Tim Hortons South East of the Marion and Archibald Streets intersection, at CP Emerson Subdivision crossing just South of Marion Street, and crossing Marion Street just East of Archibald Street may be necessary as a result of the conceptual design options developed in D5.7 , in the vicinity of the location identified more specifically in D5.6(a)(iii).

D5.8.2 Carry out a functional design of the modifications and/or replacements of any or all of the four (4) structures, as listed in D5.8.1, as required.

D5.8.3 Site Assessments

- (a) Perform hydraulic and hydrologic analysis to determine the appropriate size and type of hydraulic openings. Consult with the Water & Waste Department to confirm acceptability. Provide updated HEC-RAS model with the functional design scheme for the proposed crossings at the conclusion of the project.
- (b) Perform a desktop review of geotechnical conditions sufficient to carry out a functional design of the recommended alternatives. Carry out functional analysis using geotechnical values typical of existing conditions in the area. Recommend further geotechnical investigation requirements that may be undertaken in the future or added as extra work to this Contract (i.e. no need to include in the Proposal submission).
- (c) Review existing utilities at and near the culverts and hold meetings with representatives from the utilities as necessary. Assess the scope of potential utility relocation requirements in consultation with the proper authority and the City of Winnipeg.

D5.8.4 Function Design of Crossing Structures

- (a) Culverts shall be designed in accordance with the Canadian Highway Bridge Design Code, CAN/CSA-S6-14. The design live load vehicle shall be the CL-625. All structures shall be designed for a minimum 75 year design life.
- (b) Develop two conceptual (2) structure crossing alternatives for each structure consistent with the above information, and in conjunction with each of the three conceptual options in D5.4.1D5.4.1(b), carry one option to through functional design, including Class 4 (expected accuracy of +50% to -30%) cost estimate, traffic management plan during construction including transit, risk assessment, and proposed construction schedule.
- (c) Develop evaluation criteria and weighting for selection of the recommended option for each structure. This is to be done in conjunction with the Project Manager and the City of Winnipeg Project Technical Steering Committee.

D5.9 Park Modifications Design

- D5.9.1 As outlined in 2019 Public Engagement Report (https://winnipeg.ca/publicworks/transportation/pdf/movingonmarion/MovingOnMarion_PE_Report_20190827_FINAL.pdf) and in D3, preservation of Happyland Park was rated an important factor by the public.
- D5.9.2 Take into consideration preservation of the Happyland Park property and minimize the impact of the conceptual design options and the preferred functional design option developed in D5.7 , in the vicinity of the location identified more specifically in D5.6(a)(iii).
- (a) Hold discussions with Parks and the City Project Manager to coordinate any modifications to the park.
 - (b) Identify potential operational costs associated with every conceptual option developed and obtain comments from Parks.
 - (c) Hold discussions with Community Services Department on any potential removals or relocations of existing infrastructure that may be required.
- D5.10 Property requirements
- (a) Designs alternatives must identify property requirements.
 - (b) The Consultant shall determine the property requirements in detail and prepare Property Requirement drawings as required by the City to support the acquisition process for the project. The Consultant should also investigate if modifying or refining the proposed alignment will reduce property requirements.
 - (c) Assessment of property values is not required and should not be secured by the Consultant as part of the functional design. The Real Estate and Land Development Division will provide the property acquisition costs for the Class 4 estimate.
 - (d) The Consultant, along with the successful proponent for Public Engagement Services, shall arrange meetings with affected land owners prior to the all public engagement in-person events as outlined in RFP 887-2019. The purpose is to explain why the property is required. The City's real estate division will provide support to explain the acquisition process.
- D5.11 Functional Design Report
- (a) Prepare and submit a functional report outlining the results of the investigations and assessments carried out, options investigated, and the recommended scope of work, complete with drawings, Class 4 (expected accuracy of +50% to -30%) cost estimate, and risk assessment.
 - (b) Include recommended rankings for area corridor functional designs to proceed with preliminary design as outlined in D5.4.4.
 - (c) Eight (8) hard copies along with an electronic PDF version properly bookmarked of the final report shall be submitted.
 - (d) A draft report shall be submitted for review.
 - (e) The report is to be finalized after incorporating feedback from the City Project Manager.

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

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

D7. INSURANCE

- D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D7.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
 - (v) 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.
 - (b) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.
- D7.2.2 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.
- D7.3 The policies required in D7.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D7.4 The Consultant shall require any contractors hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D7.2(a) and D7.2(b).
- D7.5 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a) and D7.2(b).
- D7.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such certificates shall state the exact description of the Services and provide for written notice in accordance with D7.9.
- D7.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.

- D7.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D7.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D8. COMMENCEMENT

- D8.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D8.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the insurance specified in D7;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D8.3 The City intends to award this Contract by January 09, 2020.

D9. CRITICAL STAGES

- D9.1 RFP 887-2019 will be issued approximately one month following this RFP, and the deadline for its proposal submission will be one month following the submission of proposals for this RFP.
- D9.2 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements. A similar list of critical stages will be included in RFP 887-2019:
- (a) Project will commence in early 2020.
 - (b) Submission of draft conceptual options for City review in early spring 2020.
 - (c) Submission of revised conceptual options in late spring 2020.
 - (d) Development and submission of Conceptual Design Public Engagement Materials for City Review in early summer 2020 (as per Phase 2 scope of RFP 887-2019)
 - (e) Submission of approved Conceptual Design Public Engagement Materials in late summer 2020 (as per Phase 2 scope of RFP 887-2019)
 - (f) Public Events and Engagement Opportunities will take place in early fall 2020 (as per Phase 2 scope of RFP 887-2019)
 - (g) Submission of final approved Conceptual options and in late fall 2020
 - (h) Submission of Public Engagement Report in late fall 2020 (as per Phase 2 scope of RFP 887-2019)
 - (i) Submission of draft functional options for City review in early 2021.
 - (j) Submission of revised functional options and draft Functional Design Report in the first quarter of 2021.
 - (k) Development and submission of Functional Design Public Engagement Materials for City Review in early spring 2020 (as per Phase 3 scope of RFP 887-2019)
 - (l) Submission of approved Functional Design Public Engagement Materials in Spring 2020 (as per Phase 3 scope of RFP 887-2019)
 - (m) Public Events and Engagement Opportunities will take place in late spring 2021 (as per Phase 2 scope of RFP 887-2019)
 - (n) Submission of Final Functional Design Report in summer 2021

- (o) Submission of Final Public Engagement Report in summer 2021 (as per Phase 3 scope of RFP 887-2019)

PART E - SPECIFICATIONS

E1. GEOTECHNICAL INVESTIGATION REQUIREMENTS FOR PUBLIC WORKS PROJECTS

E1.1 Fieldwork

- (a) Clear all underground services at each test-hole location.
- (b) On most projects, test-holes are required every 50 metres with a minimum of three (3) test holes per Project Location. For street projects greater than 500 metres, test holes may be taken every 100 m. More or fewer test-holes may be required depending upon known Site conditions – confirm with the Project Manager.
- (c) Record location of test-hole (offset from curb, distance from cross street and house number).
- (d) Drill 150 mm-diameter cores in pavement.
- (e) Drill 125 mm-diameter test-holes into fill materials and subgrade.
- (f) If a service trench backfilled with granular materials is encountered, another hole shall be drilled to define the existing sub-surface conditions.
- (g) Test-holes shall be drilled to depth of 2 m \square 150 mm below surface of the pavement.
- (h) Recover pavement core sample and representative samples of soil (fill materials, pavement structure materials and subgrade).
- (i) Measure and record pavement section exposed in the test-hole (thickness of concrete or asphalt and different types of pavement structure materials).
- (j) Pavement structure materials to be identified as crushed limestone or granular fill and the maximum aggregate size of the material (20 mm, 50 mm or 150 mm).
- (k) Log soil profile for the subgrade.
- (l) Representative samples of soil must be obtained at the following depths below the bottom of the pavement structure materials – 0.1 m, 0.4 m, 0.7 m, 1.0 m, 1.3 m, 1.6 m, etc. Ensure a sample is obtained from each soil type encountered in the test-hole.
- (m) Make note of any water seepage into the test-hole.
- (n) Backfill test-hole with native materials and additional granular fill, if required. Patch pavement surface with hot mix asphalt or high strength durable concrete mix.
- (o) Return core sample from the pavement and soil samples to the laboratory.

E1.2 Lab Work

- (a) Test all soil samples for moisture content.
- (b) Photograph core samples recovered from the pavement surface.
- (c) Conduct tests for plasticity index and hydrometer analysis on selected soil samples which are between 0.5 m and 1 m below top of pavement (this is the sub-grade on which the pavement and sub-base will be built). The selection will be based upon visual classification and moisture content test results, with a minimum of one sample of each soil type per street to be tested.
- (d) Prepare test-hole logs and classify subgrade (based on hydrometer) as follows:
 - (i) < 30% silt - classify as clay
 - (ii) 30% - 50% silt - classify as silty clay
 - (iii) 50% - 70% silt - classify as clayey silt
 - (iv) > 70% silt - classify as silt
- (e) For Pavement Rehabilitations and Mill and Fill Pavement Rehabilitation Method pavement cores may be required. Contact the City's Project Manager to confirm requirements.

- (f) For any uncertain situations and/or locations, or clarification of these requirements, contact the Project Manager.