



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 231-2021

**PROFESSIONAL CONSULTING SERVICES FOR THE HENDERSON HIGHWAY
NORTH CORRIDOR IMPROVEMENTS STUDY**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR THE HENDERSON HIGHWAY NORTH CORRIDOR IMPROVEMENTS STUDY

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 10, 2021.

B2.2 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.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX 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 10 of Form A: Bid/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: Bid/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 Proposal format will be regulated as follows. Proposals should:
- (a) contain a table of contents preferably with clickable section headings;
 - (b) have a font size to a maximum 12-point Arial or equivalent combination of font and size, single spaced;
 - (c) be legible when viewed in a PDF reader (the use of scanned or otherwise low-resolution images is discouraged).
 - (d) include page numbering;
 - (e) be prepared using a page size of 8.5" x 11", with 11" x 17" pages permitted for drawings, schedule, organizational chart, Form P (or equivalent), and for experience and qualifications of proponent, subconsultants and key personnel assigned to the project when presented in a tabular format.
 - (f) be limited to thirty (30) 8.5" x 11" size pages, noting the following:

- (i) Cover page, cover letter, table of contents, and Form A shall not count towards the page limit;
- (ii) 11" x 17" pages, when used where permitted in accordance with B6.5(e), shall count as a single page.

B6.6 Proposals 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 proposed solution.

B6.7 The Proposal shall be submitted electronically through MERX at www.merx.com.

B6.7.1 Proposals will **only** be accepted electronically through MERX.

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 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: Bid/Proposal, making all required entries.

B7.2 Paragraph 2 of Form A: Bid/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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 Paragraph 13 of Form A: Bid/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;
- (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: Bid/Proposal should be entered 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 the following phases identified in D4 Scope of Services:
- (a) Functional Design
 - (b) Preliminary Design
- 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 overhead expenses shall be shown on Form P: Person Hours as Type 1 Allowable Disbursements.
- B8.5 The Fee Proposal shall not include costs for the following:
- (a) Geotechnical investigation costs for subsurface pavement structure exploration, as this is not part of the study scope.
 - (b) Sewer televising costs, as this is not part of the study scope.
 - (c) Expenses for public engagement events, refer to D8.1.6.
 - (d) Legal surveying and preparation of the Title Plot. Refer to D7.8(b).
- 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).
- B8.7.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D15. Any such costs shall be determined in accordance with D15.

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 providing functional and preliminary design services on three projects of similar complexity, scope and value. For each project listed the Proponent should submit: a description of the project; role of the consultant; project's original contracted cost and final cost; design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately); 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/leads of the key disciplines, lead designers, lead public engagement professionals, planners, and technical support staff in roles making a significant contribution to the project. 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; and reference information (one current name with telephone number per project).
- B10.3** The Proposal should demonstrate the team's understanding of IAP2 processes and principles and how they apply to the Project including; the proposed Project budget; 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> ;
- B10.4** Further to B10.3 the City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training.
- B10.5** Further to B10.2, the level of effort of the Key Personnel presented in the Table required in B11.5 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 through D8. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project. Proponents should 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 and right-of-way management, pedestrian and cycling accommodation, safety, bridge design, municipal design, 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 in this RFP, and any other issue that conveys your team's understanding of the Project requirements.
- B11.3** The Proposal methodology should 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 should also list all activities and services to be provided by the City.
- 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, should 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 should also include the cost of all applicable disbursements and any associated mark-ups. Subtotals should be provided summarizing the costs for each individual, each task, and each Phase of the assignment. The total Fees on Form P: Person Hours should match Fees submitted in response to B8. Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested

herein. A sample of Form P: Person Hours can be found at
<https://winnipeg.ca/matmgt/templates/information.stm>

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

B12. PROJECT SCHEDULE (SECTION F)

B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key personnel), 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 RFP. 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 Services 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 Services 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 Services 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 Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

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 11 of Form A: Bid/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 Services for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

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 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.6 Further to B21.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.3.
- 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.
- B21.13 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.

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 Further to B22.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B22.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B22.6.1 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.
- B22.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D15 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.

- B22.9 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.
- B22.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent 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:
Cameron Ward, P.Eng.
Telephone No. 204-986-3508
Email Address: cward@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.

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 On December 16, 2020, Council adopted the 2021 Capital Budget which includes \$700,000 in funding for Henderson Highway from Gilmore to the City Limit (Preliminary Design).

D3.3 The objective of this study will be to plan for reconstruction of the Henderson Highway Corridor including the Bunn's Creek crossing structure to achieve the following:

- (a) Renewing the asset condition of the pavement structure and right-of-way infrastructure;
- (b) Renewing the asset condition of the Bunn's Creek crossing structure;
- (c) Accommodating and integrating the safe, efficient and accessible movement of people and goods in a variety of modes throughout the study area, in particular pedestrians, cyclists, Transit, passenger vehicles, and truck traffic; and,
- (d) Improving the safety and efficiency for all users by introducing a median, performing intersection improvements, and implementing appropriate right-of-way access management.

D3.4 Background to Corridor Study – Planning and Policy Background

- (a) On January 27, 2016, Council adopted a consolidation update to the North Henderson Highway Secondary Plan By-Law No. 1300/76.
- (b) On July 21, 2010, City Council considered the recommendations of the Executive Policy Committee on the following matters: OurWinnipeg Plan By-law No. 67/2010, Complete Communities Direction Strategy (CCDS) – Secondary Plan No. 68/2010, Sustainable Transportation Direction Strategy, Sustainable Water and Waste Directional Strategy, and A Sustainable Winnipeg Direction Strategy. The City of Winnipeg received approval of the plan by the Province of Manitoba on June 27, 2011. Henderson Highway is designated as a Regional Mixed-Use Corridor in the current CCDS By-Law 67/2010.
- (c) In 2011, Council adopted the Transportation Master Plan (TMP). The TMP (2011) identifies Henderson Highway from Chief Peguis Trail to the City Limit as part of the Strategic Road Network, and a Regional Mixed Use Corridor.
- (d) In 2015, Council adopted the Pedestrian and Cycling Strategies (PCS). The PCS identifies this segment of Henderson Highway as a Multimodal Corridor. A key direction of the PCS

is to conduct a detailed corridor review. The Henderson Highway Corridor can be considered as “multimodal” as it is one of the City’s main travel corridors, serving vehicles, trucks, transit, pedestrians, and cyclists alike. Ultimately, these corridors serve a variety of demands from all these users which should be provided for in an equitable manner within the right-of-way.

- (e) The City of Winnipeg’s Complete Communities Direction Strategy 2.0 and OurWinnipeg 2045, both presently in draft, identify Henderson Highway north of Chief Peguis Trail as a part of the Primary Transit Network. There is a desire to transition the study area to a pedestrian oriented environment, encourage mixed use and support intensification. Additional planning background information is available upon request to the Project Manager.
- (f) The Winnipeg Transit Master Plan (2019-2021) study was recently completed 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 study recommendations are currently in draft form for consideration by Council. The plan builds on the 2011 OurWinnipeg Sustainable Transportation Strategy and Transportation Master Plan as well as public input from the OurWinnipeg Review. The current study shall consider the planned Transit Service Improvements along the Henderson Highway Corridor, the potential future Frequent Service Line along Henderson Highway, and the adjacent On Request Service Area proposed for North Kildonan. The Winnipeg Transit Master Plan is expected to be adopted by Council in 2021.
- (g) An update to the 2011 TMP, *Transportation Master Plan: 2050* is presently ongoing.
- (h) The current Secondary Plan is outdated and inconsistent with the City’s existing and future policy and regulatory framework. The City requires additional input on the planning policy framework to ensure it is compatible with the proposed transportation infrastructure improvements, and to receive input through the public engagement process.

D3.5 Background to Corridor Study - Transportation

- (a) Henderson Highway is a Regional Street, undivided for most of its length within the study area, and has an AADT count (as of 2018) of 22,300 near the north end, and 30,000 near the south end of the study area.
- (b) The Henderson Highway right-of-way (ROW) in this area was historically 99 feet (30.18m), however with ongoing development on the west side of Henderson Highway, the City has secured a right-of-way width of up to approximately 120 feet (36.58 m) in some, but not all areas.
- (c) The Henderson Highway ROW is currently served by two land drainage trunk sewers, one each north and south of Bunn’s Creek, both with outfalls into Bunn’s Creek immediately upstream of the existing crossing structure. Shallow ditches are also present on both sides of Henderson Highway. It is expected that urbanizing the Henderson Highway ROW will be required in some or all areas achieve the study objectives.

D3.6 Background to Existing Crossing Structure at Bunn’s Creek

- (a) The existing crossing structure at Henderson Highway over Bunn’s Creek was constructed in the 1930s to replace an earlier timber highway bridge. The existing structure consists of a four-cell bi-level (2 x 2 cell configuration) concrete box culvert. The crossing structure is located approximately 150 m upstream of the confluence of Bunn’s Creek and the Red River.
- (b) Circa 1963, the culvert’s upstream end was lengthened using timber piles, planks and cribbing. Timber stringers and granular fill were used to widen the embankment. A similar strategy appears to have been used around the same time to lengthen the downstream end of the culvert, however no records exist.
- (c) Circa 1965, an embankment failure occurred in the south east slope. It appears repair work was completed later that year.

- (d) Over the years, various maintenance activities have been performed including wingwall fencing, grouted riprap and miscellaneous repairs. Record drawings of these activities are available upon request to the Project Manager.
- (e) In summer 1991, a slope stability monitoring program was initiated for the southeast embankment area.
- (f) In 1993 the existing water main that traverses Bunn's Creek to the east of the crossing structure was replaced.
- (g) In 1995, KGS Group completed a load rating of the existing structure. Additional details on the history and background of the structure site up until that point are available for review in the load rating report.
- (h) Circa 2000 repairs were made to the box culvert structure, together with slope stabilization works of the southeast embankment. As part of this work, the existing east side timber sidewalk structure was removed and replaced with a concrete roadside barrier and a new structural concrete slab-on-grade sidewalk. Rockfill columns were used in the southeast slope area to stabilize the slope. Record drawings are available upon request to the Project Manager.
- (i) In 2005, AMEC was retained to study slope instabilities and erosion issues on the east bank of the Red River, immediately downstream of the confluence with Bunn's Creek. As a result, some localized erosion control works were carried out along the bank of the Red River under Materials Management reference number 133-2006.
- (j) On December 20, 2018 the City awarded a construction contract (Materials Management reference number 1042-2018) including renewal of the existing 1050 mm diameter LDS outfall. Tender documents are available on the City of Winnipeg's Materials Management website. Record drawings are available upon request.
- (k) The existing structure is in poor condition and requires replacement as part of the Henderson Highway Corridor Improvements.

D3.7 Background to Bunn's Creek Watershed

- (a) In 1973 the Commissioner of Works and Operations established a task force to investigate Bunn's Creek in relation to its use as a storm drainage outlet and use as a future linear park and greenspace.
- (b) As part of 2011 flood preparations, AECOM was retained to perform hydraulic modeling of Bunn's Creek. Additional information regarding the Bunn's Creek watershed area is available upon request to the Project Manager.

D3.8 Limits of Study Area

- (a) Refer to Appendix A.
- (b) The limits for Roadway Improvements Study shall be Henderson Highway from the intersection of Gilmore Ave. (intersection inclusive) to the north City Limit and nominally beyond as may be required to transition the roadway improvements to PR 204.
 - (i) The limits for active transportation improvements shall be as described above and nominally beyond where required to provide appropriate active transportation network connections. Notably, an active transportation connection is desired between the study area and the Chief Peguis Greenway path.
- (c) The limits for the Traffic Study shall extend beyond the study area for roadway improvements, and at a minimum shall include Henderson Highway from Chief Peguis Trail (intersection inclusive) to PR 204 at the intersection with Maxwell King Drive (intersection inclusive), or as otherwise required to fully assess and analyze existing and future traffic operations within the Roadway Improvements Study area.

D4. SCOPE OF SERVICES

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

- (a) The Henderson Highway North Corridor Improvements Study (RFP 231-2021) as outlined in D5 through D8.

D4.1.1 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) The Accessibility for Manitobans Act;
http://www.accessibilitymb.ca/pdf/accessibility_for_manitobans_act.pdf
- (g) City of Winnipeg's Tree Planting Details and Specifications Downtown Area and Regional Streets (May 2009);
- (h) City of Winnipeg's Tree Removal Guidelines (March 2014);
- (i) The current edition of The City of Winnipeg Standard Construction Specifications.
- (j) Winnipeg Pedestrian and Cycling Strategies, <http://walkbike.winnipeg.ca>
- (k) Current and best practices in pedestrian and cycling infrastructure design.
- (l) Canadian Highway Bridge Design Code, CSA S6-14.
- (m) Ontario Structures Inspection Manual (OSIM), latest edition.
- (n) OurWinnipeg,
<http://www.winnipeg.ca/interhom/CityHall/OurWinnipeg/pdf/OurWinnipeg.pdf>
- (o) Complete Communities Direction Strategy;
<http://www.winnipeg.ca/interhom/CityHall/OurWinnipeg/pdf/CompleteCommunities.pdf>
- (p) Transportation Master Plan 2011;
<https://winnipeg.ca/publicworks/transportation/pdf/transportationMasterPlan/2011-11-01-TTRWinnipegTMP-Final-Report.pdf>
- (q) Transportation Master Plan 2050 (ongoing), refer to;
<https://winnipeg.ca/publicworks/transportation/transportationmasterplan.stm>
- (r) Winnipeg Transit Master Plan, as submitted to the Standing Policy Committee on Infrastructure Renewal and Public Works (SPC-IRPW) on Thursday, March 11, 2021 (Report #4);
<http://clkapps.winnipeg.ca/dmis/ViewDoc.asp?DocId=20797&SectionId=&InitUrl=>
- (s) City of Winnipeg Zoning By-law (200/2006);
- (t) City of Winnipeg Brand Guidelines:
https://www.winnipeg.ca/finance/findata/matmgt/documents/2019/544-2019/544-2019_ADDENDUM_1/CW-Brand_Manual-2019-REVISED-201904.pdf

D4.3 The funds available for this Contract are \$600,000.00 excluding allowances that may be added to the contract upon award.

D5. GENERAL REQUIREMENTS

D5.1 The requirements stated herein shall apply to all phases of work.

D5.2 Consulting Services shall be generally consistent with Type 1 and Type 2 service as outlined in Appendix B. Services shall include but not be limited to the items listed in D5 through D8.

D5.3 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.
- (d) All deliverables shall be submitted in draft format to the Project Manager for review by the Steering Committee for comment prior to issuing as final.

D5.4 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) Refer to D8 for public engagement meetings.
- (c) A list of key meetings with dates should be included in the Proposal.
- (d) 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.
- (e) Prepare minutes of all meetings conducted for the project record.
- (f) Implement QC / QA program during the course of the project.

D5.5 Monthly Status Reports

- (a) 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:
 - (i) Progress on tasks since previous report;
 - (ii) Planned accomplishments for the next period;
 - (iii) Project schedule update;
 - (iv) Project budget update; and
 - (v) List concerns, potential problems, risks, etc., for the project.

D5.6 Information Provided by the City

- (a) The following information will be provided to assist in completion of this study:
 - (i) As-built drawings of existing structures and works where available.
 - (ii) Existing technical reports and memos.
 - (iii) Underground Structures Records within the study area.
 - (iv) Property lines and City Services (base plans) in CAD format.
 - (v) Aerial photography and LIDAR data
 - (vi) Hydraulic model information.

D5.7 Public Engagement

- (a) Refer to Section D8 for general requirements.

D6. PART 1 – ASSESSMENTS AND FUNCTIONAL DESIGN STUDY

D6.1 Project Initiation Meeting

- (a) **Steering Committee Meeting #1** – conduct a Project Initiation Meeting with the Technical Steering Committee.

D6.2 Data Collection

- (a) Review existing record drawings, reports, and other information that will be provided by the City to establish relevant information. This information will be provided during the RFP period upon written request to the Project Manager.
- (b) Carry out topographic surveys, inspections and site information gathering. Topographic surveys shall include bathymetric surveys if necessary for hydraulic and geotechnical analysis.

D6.3 Utility Assessments

- (a) Identify any and all underground and above ground utility infrastructure (including both City of Winnipeg assets and third-party utility infrastructure) that may be impacted by the work. Coordinate with utility agencies throughout the project for any protection, modification or relocation that may be required.
- (b) Secure utility locates for any subsurface investigations.

D6.4 Environmental and Regulatory Assessments

- (a) Determine regulatory approval requirements including those with City of Winnipeg Water and Waste – Land Drainage and Flood Protection, City of Winnipeg Waterways, Provincial Waterways, Manitoba Water Stewardship, Manitoba Sustainable Development, Designated Floodway Fringe Area Regulations, Department of Fisheries and Oceans (DFO), Transport Canada and requirements for any other legislative or regulatory requirements or approvals that may be necessary.
- (b) Conduct an aquatic and terrestrial habitat assessment of Bunn's Creek in the vicinity of the structure replacement to support regulatory requirements.
- (c) Conduct an environmental review of the project site to support regulatory requirements.

D6.5 Hydrotechnical Assessments

- (a) Conduct hydrologic and hydraulic analysis as required to confirm structure replacement opening requirements and design parameters. Given the proximity of the Red River to the project site, the hydraulic behavior of Bunn's Creek is highly influenced by conditions on the Red River. Both waterways shall be investigated as required to determine structure replacement as well as land drainage and flood protection requirements.
- (b) Confirm the location and elevation of the Flood Protection Level and associated Primary Dike throughout the project area, and confirm design constraints as to structure replacement and corridor improvements.
- (c) Confirm the proposed erosion and scour mitigation strategies required for the site.
- (d) Prepare probabilistic water levels for winter, spring runoff, and summer conditions especially as they related to establishing structure opening soffit elevation and potential for an under-bridge pathway.
- (e) Consult with the City of Winnipeg Waterways as well as the Water & Waste Department to confirm acceptability. Acceptability of the proposed replacement structure should be to both satisfy the structure hydraulic design criteria as well as consider the potential impacts the proposed structure may have on the upstream areas along Bunn's Creek.

- (f) Existing HEC-RAS models will be provided and are available upon request to the Project Manager. Updates made to the models during the course of the work shall be returned to the City upon completion of the project.

D6.6 Geotechnical Investigation for Structure Crossing Replacement

- (a) Assess existing slope monitoring information, subsurface information, and associated reports.
- (b) Conduct geotechnical investigations, minimum two (2) deep exploratory boreholes or as required to supplement existing geotechnical information. The Proposal shall include the methodology and justification for the proposed geotechnical investigation program. The proposed geotechnical investigation shall be sufficient to ultimately proceed to detailed design of the structure replacement component. Fees associated with geotechnical drilling, sampling, instrumentation, materials testing and monitoring shall be included in the Fee Proposal. The Consultant is responsible for provision of access for any geotechnical investigation work.
- (c) Conduct stability analyses in the vicinity of the crossing structure replacement to assess the stability of existing slopes and proposed works including temporary excavations. Analyses shall be conducted on cross sections representative of the range of topographic and subsurface conditions. The analyses shall consider the available monitoring data and observed conditions, and consider multiple shallow and deep-seated failure surfaces.
- (d) Confirm the geotechnical parameters for deep foundations, shallow foundations, retaining structures, and any other elements required for advancing the project to preliminary design.

D6.7 Geotechnical Investigations for Pavements

- (a) A site-specific geotechnical investigation program (i.e. pavement coring) for the purposes of pavement structure design development is not required for this study. Assume full-depth pavement structure reconstruction will be required.
- (b) Work closely with the Public Works Department's Pavement Management Engineer to obtain historical and/or representative subgrade properties for the purposes of preliminary pavement design.
- (c) Use the borehole results from D6.6 to assist in estimating representative pavement subgrade properties for subsequent pavement structure design.

D6.8 Crossing Structure Study

- (a) The project team should include a senior bridge engineer with extensive experience in the successful design and completion of multi-disciplinary bridge projects, who is able to integrate the technical requirements of various disciplines into a comprehensive structure replacement strategy.
- (b) Assess and inspect the existing structure in accordance with the Ontario Structures Inspection Manual (OSIM) latest edition, Level 1 Visual Inspection. Identify any urgent needs or immediate health and safety risks.
- (c) In addition to any requirements for the structure's hydraulic opening, consider also the potential for a navigable opening for paddlecraft, fish passage, terrestrial wildlife passage, and possible extension of the existing Bunn's Creek Pathway under Henderson Highway using the structure opening. Confirm optimal crossing structure location (i.e. creek alignment).
- (d) Structures shall comply with the Canadian Highway Bridge Design Code, CAN/CSA-S6 (latest edition including interims).
- (e) Structure replacement options developed at this stage should consider a multitude of factors including but not limited to constructability, traffic staging, possible re-alignment of Bunn's Creek, and (in conjunction with D6.10) the vertical and horizontal characteristics of the reconstructed Henderson Highway right-of-way. Assume a minimum of one lane in

each direction plus a minimum 1.524 m (5 feet) clear width sidewalk must be maintained at all times during structure replacement.

D6.9 Corridor Land Drainage Sewer, Wastewater Sewer, and Water Main Review

- (a) Perform a desktop review of all land drainage sewers (LDS) and wastewater sewer related assets in the study area. Review existing CCTV inspections shown in the Sewer Management System (SMS) if available. In consultation with the Water & Waste Department recommend further sewer infrastructure investigations that may be undertaken in the future or added as extra work to this Contract. Do not include new sewer cleaning and televising in the Proposal or fee submission.
- (b) Confirm land drainage sewer catchment areas and associated runoff characteristics, which may include private properties (e.g. parking lots) draining onto the public right-of-way. Conduct surveys as required to confirm. Complete a gutter spread analysis to confirm catch basin inlet capacity and spacing.
- (c) Assess existing land drainage patterns and characteristics, LDS condition and capacity including outfall structures.
- (d) Assess the need for new or modified LDS and wastewater sewer elements within the project area based on the right-of-way improvements identified as part of this study.
- (e) Consider the Inlet Design Requirements for Traffic Safety – Table A-2 – Culvert and Drainage Inlet/Outlet Safety Guidelines:
(<https://winnipeg.ca/waterandwaste/pdfs/drainageFlooding/safetyguidelines.pdf>)
- (f) Assess the need for new or modified water distribution infrastructure elements within the project area (including the crossing at Bunn's Creek) based on the improvements identified as part of this study.
- (g) Confirm compatibility of existing and/or proposed LDS, sanitary sewer, and water main with any proposed corridor improvements including but not limited to asset location, capacity, condition, pipe loading/cover, manhole or service adjustments, maintenance and serviceability, etc.

D6.10 Land Use Planning Considerations

- (a) Obtain input on existing and proposed planning and land use policy via **Phase 1** of the stakeholder and public engagement processes. Refer to D8.3.1(a) for details.
- (b) Review and assess existing City policies in place guiding land use planning and decision making in the area, including the North Henderson Highway Secondary Plan, CCDS and OurWinnipeg.
- (c) Review and assess existing zoning rights, development potential, and recent development activity trends with Planners in PPD to determine the implications on future transportation improvements.
- (d) Identify existing planning policy shortcomings, gaps, and opportunities, and provide planning policy recommendations.
- (e) Integrate the results of the Land Use Planning findings to ensure compatibility between them and the proposed transportation infrastructure improvements.

D6.11 Corridor Transportation Study

- (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) Obtain and review existing information, record drawings, utility information, reports, traffic volumes, cycling volumes, collision data, and other information that may be pertinent to the project area. Confirm and supplement this information as necessary.
- (c) In-Service Road Safety Review
 - (i) Conduct an In-Service Road Safety Review (ISRSR) of existing conditions within the Roadway Improvements Study area to inform the functional and preliminary design

development. The ISRSR should be appropriately scoped by the Proponent to characterize existing safety issues and how to address them as part of corridor reconstruction.

- (ii) The City may perform an independent Road Safety Audit (RSA) at any stage of design progression.
- (d) Active Transportation Considerations
- (i) Review the findings and recommendations of the PCS and/or strategy goals or updates to the PCS as provided by Public Works. 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 design must meet the Vision, Goals and Intent set forth in the PCS and/or as updated by Public Works.
 - (ii) 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, accessibility, comfort, convenience and placemaking
 - (iii) Incorporate a north/south bikeway design within the right-of-way. Along with the main north/south route, this study will also consider existing and future spur connections to the main route.
 - (iv) Identify and address gaps in the network based on the Pedestrian Cycling Strategies, public feedback and other considerations as identified or directed. When considering routes identified in the PCS also provide recommendations on any refinements to the PCS that become evident.
 - (v) 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.
 - (vi) Design appropriate connections to the existing active transportation facilities at the Chief Peguis Greenway at the south end of the study area.
 - (vii) Identify appropriate connections to the existing sidewalk at the northern limit of the study area (City Limit at RM of East St. Paul and PR 204). Liaise with RM of East St. Paul to identify future AT plans along Henderson Highway within the RM.
 - (viii) 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 north/south bikeway. Integrate with Transit amenities and stops where appropriate.
 - (ix) With commercial and residential development on both sides of Henderson Highway, there is a need for convenient and safe crossing opportunities for vulnerable road users. Assess the safety and adequacy of existing signalized intersections and the three existing pedestrian corridors within the study area. Include recommendations for new, modified, eliminated, or relocated pedestrian crossing opportunities.
- (e) Transit Considerations
- (i) Development of conceptual and functional design options shall consider the latest information from the recently completed Transit Master Plan for proposed Transit service improvements in the project area. The functional design shall complement the results of the Transit Master Plan findings.
 - (ii) 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.
 - (iii) In the short term, a dedicated transitway and a diamond lane (as a third through-lane) will not be required within the study area. The study shall consider localized Transit Service improvements (e.g. Transit Priority Signals) as part of the right-of-way infrastructure.
 - (iv) Develop recommendations for transit stop locations, stop spacing, accessibility, amenities, connectivity with other mode uses, compatibility with the planned *On Request Service Area* for North Kildonan, and in consideration of transit passenger origins and destinations.

- (f) Accessibility Considerations
- (i) Consider the user experience. Design shall be in keeping with the City of Winnipeg Accessibility Design Standards and universal design best practices.
 - (ii) The existing Bunn's Creek pathway connection to the east side of Henderson Highway appears to exceed the acceptable maximum longitudinal grade. Investigate design options to make the pathway accessible.
 - (iii) Geometric design of Transit stops and pedestrian facilities in general shall be in keeping with Accessibility Design Standards.
 - (iv) Identify and assess existing accessibility barriers within the study area. Potential barriers include but are not limited to gaps in the pedestrian network, excessive slopes, use of paving stones in pedestrian paths of travel; pedestrian crossing restrictions at intersections, excessive distances between pedestrian crossing opportunities, limited sidewalk width in areas of high pedestrian activity, excessive curb radii, sidewalk elevations that limit opportunities for level entry to buildings with limited setbacks from ROW, etc.
 - (v) Identify Winnipeg Accessibility Design Standards (WADS) compliance requirements relevant to the scope of the project and how they will be incorporated within the design process. Identify any limitations & challenges introduced by existing conditions (if applicable), and propose alternate ways to address these.
 - (vi) Produce a design basis memorandum that articulates accessibility requirements adopted for the design process.
- (g) Traffic Study
- (i) Refer to Appendix A and D3.8 for the limits of the Traffic Study area.
 - (ii) The City's Transportation Division will perform regional travel modelling and provide the results to the successful proponent. The projected traffic design year will be 2042. Undertake a traffic operations analysis of existing and future conditions using Syncro Software to identify required safety, accessibility and capacity improvements.
 - (iii) Review existing pedestrian and traffic count data and conduct additional vehicular and pedestrian traffic counts at intersections and approaches as may be required. This may include the following:
 - (i) Conduct traffic counts at the following intersections of Henderson at; Chief Peguis Trail, Gilmore Ave., McIvor Ave., and Bonner Ave.,
 - (ii) Conduct traffic counts at one of either Knowles Ave., Emerson Ave., or Glenway Ave., determined in consultation with Traffic Management.
 - (iii) In addition, obtain traffic counts at one of either Foxgrove Ave. or Maxwell King Drive to establish study area traffic boundary conditions. Manitoba Infrastructure may have traffic counts at these locations.
 - (iv) Conduct pedestrian crossing counts at pedestrian crossing locations within the Traffic Study area.
 - (v) Work with Traffic Management to confirm when the counts will be obtained, and perform volume adjustments based on COVID impacts.
 - (iv) Conduct traffic signal warrant analysis at existing intersections where appropriate, considering the needs of all users. Analyze existing and proposed intersection configurations to identify intersection improvements.
 - (v) Consider impacts to all users and properties during temporary construction staging.
 - (vi) Traffic analysis may require consideration of potential changing land use, new developments in the area, and growth of communities inside and outside the City.
 - (vii) Assume no new on-street parking will be permitted on Henderson Highway within the Traffic Study area.
 - (viii) Consider operational impacts for right-of-way access, approach functionality, median openings, etc.
 - (ix) Impacts to traffic operations must be understood when considering various right-of-way configurations. This analysis shall consider:

- (i) traffic signal phasing impacts and requirements;
 - (ii) operational considerations relating to pedestrian and cyclist interactions with vehicles especially at intersections; and
 - (iii) operational considerations relating to Transit operations, especially at Transit Stops and intersections.
- (h) Corridor Functional Design
- (i) Refer to Appendix A and D3.7 for the limits of the Roadway Improvements Study area. Confirm appropriate limits for any proposed treatments.
 - (ii) Confirm roadway design criteria with the City 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.
 - (iii) Confirm locations of existing, proposed (new or eliminated) intersection signalization and pedestrian corridors.
 - (iv) The design is to balance the needs of all users, including emergency 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.
 - (v) Investigate alternatives so an optimal design can be determined.
 - (vi) Prepare horizontal and vertical alignments that offer optimal cost/benefit considering criteria such as safety, functionality, property and construction costs, community impacts, constructability, traffic staging, project risks, utility impacts, etc.
 - (vii) Vertical design may be constrained by primary dike flood protection requirements. Henderson Highway is part of the Primary Dike system in this area.
 - (viii) Investigate options and design intersection reconfiguration and improvements for all modes.
 - (ix) Consider the effects of existing or proposed ancillary structures and devices such as overhead sign structures (OHSS), roadside safety devices, street lighting, above ground utilities (poles), etc.
 - (x) Explore median configurations and access management strategies for improved safety and operations. Modification of the geometry or functionality of approaches to private property (especially those where the proposed median eliminates left-in and left-out movements) may require an analysis of parking lot circulation and associated modifications (if any) to ensure compatibility with the proposed right-of-way access management plan. Engage with property owners regarding access management and related topics.
 - (xi) Conduct **Phase 1** of public engagement as per D8.3.1(a), and in general accordance with the public engagement requirements of D8.
 - (xii) Assist the City in conducting meetings with the RM of East St. Paul and Manitoba Infrastructure for coordination of the limits of work (vicinity City limit), median termination, connections to exiting PR 204 road and sidewalks, and general inter-agency coordination issues.

D6.12 Development of Functional Design Options – Crossing Structure Replacement

- (a) Working closely with the Project Manager and the Technical Steering Committee, develop any number of conceptual options, schematics, alternatives, sketches, and ideas concerning the proposed structure replacement.
- (b) Refine and develop feasible alternatives to a conceptual design level.
- (c) **Steering Committee Meeting #2A**
 - (i) Present the broad findings of the study to-date.
 - (ii) Present conceptual design options considered and design refinement.
 - (iii) Obtain Steering Committee input on option development, refinement and evaluation.

- (d) With approval from the Project Manager, advance the design of two (2) conceptual options to a functional design level.
- (e) Prepare a Class 4 cost estimate (expected accuracy of +50% to -30%) for the two functional design options.
- (f) Prepare a risk assessment for both options which shall be reflected in the cost estimate.

D6.13 Development of Functional Design Options – Henderson Highway Corridor

- (a) Working closely with the Project Manager and the Technical Steering Committee, develop any number of conceptual options, schematics, alternatives, sketches, and ideas concerning the proposed improvements to the Henderson Highway Corridor.
- (b) Refine and develop feasible alternatives, hybrid features and treatments, etc. to a conceptual design level.
- (c) **Steering Committee Meeting #2B**
 - (i) Present the broad findings of the study to-date.
 - (ii) Present conceptual design options considered and design refinement progression and rationale.
 - (iii) Obtain Steering Committee input on option development, refinement and evaluation.
- (d) With approval from the Project Manager, advance the design of two (2) conceptual options each to a functional design level.
- (e) Prepare a Class 4 cost estimate (expected accuracy of +50% to -30%) for the two functional design options.
- (f) Prepare a risk assessment for both options which shall be reflected in the cost estimate.

D6.14 Property Requirements

- (a) Prepare a Property Requirement drawing to identify likely property requirements for each design alternative.
- (b) 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 estimated property acquisition costs for the Class 4 estimate.
- (c) **Conduct meetings with affected land owners** prior to the public engagement events. The purpose is to explain why the property may be required. The City's Real Estate Division will provide support to explain the acquisition process if required. Prepare meeting minutes for the project record. Assume three (3) such meetings. Meetings may be held in tandem with those described in D6.11(h)(xi) where appropriate.

D6.15 Phase 2 Public Engagement

- (a) Conduct **Phase 2** of public engagement as per D8.3.1(b), and in general accordance with the public engagement requirements of D8.

D6.16 Option Evaluation and Selection

- (a) With input obtained during the Phase 1 and 2 of the Public Engagement program, and with input from the project steering committee, further develop and refine the functional design options.
- (b) Evaluate the two functional design options for each the structure replacement and Henderson Highway Corridor. The proposed evaluation methodology shall be approved by the Project Manager.
- (c) **Steering Committee Meeting #3**
 - (i) present a summary of the public engagement input received;
 - (ii) present the options evaluation process and methodology; and,
 - (iii) receive further input from the Steering Committee on the evaluation of options.
- (d) Finalize the option evaluation and recommend an option to advance to Preliminary Design.

D6.17 Functional Design Report

- (a) Prepare and deliver a functional design report documenting the findings of Part 1 of the study. Allow two weeks for review and comment by the City.

D7. PART 2 – PRELIMINARY DESIGN

- D7.1 Expanding on the constraints and opportunities identified in Part 1 and as further described herein, advance all elements of the selected option (for each the Henderson Highway Corridor Improvements and the Bunn's Creek Crossing Structure Replacement) to a Preliminary Design definition. Prepare preliminary design drawings.
- D7.2 Liaise with Manitoba Hydro to complete preliminary design and cost estimates for: relocation of underground and overhead distribution lines, service connections, street lighting, and gas mains, etc. if required.
- D7.3 Liaise with third party utility agencies to complete preliminary design and cost estimates for relocation or modification of existing utility infrastructure, if required.
- D7.4 Prepare pavement structure design options; one concrete pavement structure and one asphalt pavement structure, using a pavement design method approved by the Pavement Management Engineer. Conduct a life cycle costs analysis comparing the two pavement design alternatives. The recommended pavement structure shall consider life cycle cost, constructability, construction staging, risk, etc.
- D7.5 Complete preliminary design of the selected crossing structure replacement option in accordance with CAN/CSA-S6 (latest edition including interims). Design life of structures shall be a minimum of 75 years. Advance the work of all disciplines to a preliminary design level.
- D7.6 Provide the updated hydraulic model with the preliminary design arrangement for the replacement crossing structure at the conclusion of the project.
- D7.7 Prepare a report summarizing the results of the geotechnical investigation and monitoring programs, and presenting the stability analysis and geotechnical recommendations related to slope stability and foundation design.
- D7.8 Prepare an updated Property Requirement drawing to identify property requirements for the recommended works, and facilitate the acquisition process. Dimensioning of property requirements shall be referenced off existing property lines.
 - (a) Prepare a Title Plot, prepared and certified by a Manitoba Land Surveyor, identifying all the lands/properties affected and any streets or lanes within the proposed boundaries for the recommended design, including copies of all Titles, Deeds, Instruments and any other necessary documents registered in the Winnipeg Land Titles Office. Paper (in duplicate) and digital copies are to be provided. The Manitoba Land Surveyor shall consult with the City's Geomatics & Land Information Services Branch for format of expected deliverables.
 - (b) Fees for the Title Plot shall not be included in the Fee Proposal. An estimated budget shall be provided separately from the Fee Proposal. For Contract Award, an allowance will be added to the evaluated Fee Proposal to cover these costs.
- D7.9 Prepare a utility conflict matrix identifying all significant below and above ground utility conflicts and relocations including City of Winnipeg services and third-party utilities. Coordinate with third party utility agencies to confirm cost sharing arrangements, relocation cost estimates, preliminary design of relocation works, and schedule integration.
- D7.10 Update the project risk assessments prepared in Part 1 and prepare a Risk Registry.
- D7.11 Prepare preliminary construction staging plans and consider constructability of the works. Access to private properties along Henderson Highway should be maintained during construction. Construction staging of the structure replacement should confirm, to a preliminary design level, that any temporary changes to structure loading can be accommodated.

- D7.12 Prepare an anticipated project and construction schedule. Identify critical milestone dates to deliver the project, beginning with procurement of professional services for detailed design through to project completion. Provide the recommended project delivery method (type and number of construction contracts, etc.). Identify schedule constraints or critical work windows as may be required by regulatory or other requirements.
- D7.13 Prepare a landscaping plan for the project. Consult with Parks and Open Spaces Division and Naturalist Services to confirm proposed treatments. Naturalization of portions of the banks of Bunn's Creek may be required.
- D7.14 Consult with Urban Planning and Design to review, update and finalize recommendations concerning the planning policy framework in the study area.
- D7.15 Develop a Class 3 cost estimate (expected accuracy +30% to -20%) for the proposed works. Prepare the cost estimate using the City's Basis of Estimate template provided. The cost estimate shall include a cash flow (time-value of money) analysis for expenditures in future years.
- D7.16 **Steering Committee Meeting #4:**
- (a) present the draft preliminary designs for corridor improvements and structure replacement; and,
 - (b) receive further input from the Steering Committee on the draft preliminary design.
- D7.17 Phase 3 Public Engagement
- (a) Conduct **Phase 3** of public engagement as per D8.3.1(c), and in general accordance with the public engagement requirements of D8.
- D7.18 Update and finalize the preliminary design based on input received through the Phase 3 of the Public Engagement process, and from input by the project steering committee.
- D7.19 Prepare a preliminary design report documenting the results and findings of Part 1 and Part 2 of the Study, conclusions, and recommendations. Append supporting discipline-specific reports (for example, Geotechnical Report) as needed.
- D7.20 Include any and all associated ancillary services required to successfully complete the assignment to the satisfaction of The City of Winnipeg.

D8. PUBLIC ENGAGEMENT

D8.1 General Requirements

- D8.1.1 The Consultant shall work collaboratively with the Office of Public Engagement.
- D8.1.2 The Consultant shall host four (4) public engagement meetings with the project team, including the project manager, a representative from the Office of Public Engagement, other representatives as required by the project manager:
- (a) Before the start of Phase 1 public engagement to review the draft Public Engagement Strategy.
 - (b) After Phase 1 public engagement to discuss the public feedback and how it can be incorporated into the project.
 - (c) After Phase 2 public engagement to discuss the public feedback and how it can be incorporated into the project.
 - (d) After submitting the draft public engagement report.
- D8.1.3 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.
- D8.1.4 All public materials must be posted online two (2) weeks prior to an in-person or virtual event.

- D8.1.5 The anticipated review period for materials will be minimum three (3) weeks prior to posting.
- D8.1.6 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, photocopying subject to prior approval of costs by the Project Manager. Wherever possible, City facilities will be used to host public events. If in-person events are not possible due to public health orders from the pandemic, virtual events will be used instead. Virtual events will occur on the Consultants software.
- D8.2 Public & Stakeholder Engagement Deliverables
- D8.2.1 The Consultant shall develop and provide the following deliverables in accordance with <https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf> :
- (a) a public engagement strategy (template to be provided) that clearly identifies:
 - (i) the public's role in the decision-making process;
 - (ii) the decision points/steps within the overall project, and the scope of the decisions to be made at each step;
 - (iii) the need/interest associated with each decision step, along with the recommended level of participation; and
 - (iv) how input will be considered and incorporated where possible.
 - (b) a promotion and notification plan for each phase of engagement
 - (c) web content and web updates for each engagement phase
 - (d) engagement activities for each engagement phase with promotion and notification
 - (e) summaries corresponding to each engagement phases
 - (f) a final public engagement report, reporting on all engagement phases
 - (g) a communications log, kept up to date throughout the project
- D8.3 Public & Stakeholder Engagement Expectations
- D8.3.1 The Consultant shall conduct public engagement in three phases and the phases shall include at minimum:
- (a) Phase 1: Pre-functional design engagement
 - (i) Conducted prior to the development of functional design options.
 - (ii) Includes meetings with property owners, renters/residents, and property managers to explain the overall project and possible proposed changes to right-of-way access, median introduction, planning policy framework, etc. and to receive information about property-specific access and egress issues, parking lot circulation, deliveries, operational characteristics, and other property owner concerns. The City's Urban Planning, Real Estate Division, and Transportation Division will provide support as needed. Prepare meeting minutes for the project record. Assume twelve (12) such meetings.
 - (b) Phase 2: Functional Design Engagement
 - (i) Conducted after the development of functional design options (likely late fall 2021).
 - (ii) Presents the functional design options, shares what input was heard from Phase 1 engagement and how that input was considered in the functional design options.
 - (iii) Presents the planning policy input that was received in Phase 1, and the broad planning policy assessment and recommendations for the area.
 - (iv) Includes multiple and diverse in-person (public health orders permitting) and online opportunities to gather public, stakeholder, and property owner feedback on the functional design options. This feedback will be used during the selection and development of the preliminary design.

- (v) Includes meetings with property owners and renters/residents to explain the options in advance of the public events.
 - (vi) Includes 3D aesthetic renderings of typical treatments.
Includes rationale for why certain access points were chosen over others.
 - (vii) Includes criteria and matrix for how options will be evaluated, including how public feedback fits into the evaluation.
- (c) Phase 3: Preliminary Design Engagement
- (i) Conducted after the development of the preliminary design (likely spring 2022).
 - (ii) Presents the preliminary design, shares what feedback was heard from Phase 2 engagement and how that feedback was considered in the preliminary design.
 - (iii) Presents the recommended changes to the planning policy framework for the area.
 - (iv) Includes multiple and diverse in-person (public health orders permitting) and online opportunities to gather public, stakeholder, and property owner feedback on the preliminary design. This input will be used to make refinements to preliminary design.
 - (v) Includes outreach to property owners and renters/residents with an offer to meet/have a phone call to go over the details of the preliminary design.
 - (vi) Includes 3D aesthetic renderings of typical treatments.
- (d) Wrap up
- (i) Update project visuals including maps and renderings for the project webpage to share the final preliminary design with the public if any refinements were made to the preliminary design following Phase 3 engagement.

D8.4 Public & Stakeholder Engagement Outcomes

D8.4.1 The execution of the public engagement plan will result in reaching the following objectives:

- (a) participants and property owners, renters and residents have an understanding of the project and the processes involved in developing the design;
- (b) participants and the general public recognize the need for integrating the safe and efficient movement of people and goods in a variety of modes throughout the study area;
- (c) participants' perceptions of how all users including vehicles, trucks, transit, pedestrians, and cyclists can be equitably served by the project and a vision for the corridor are considered and incorporated into the review;
- (d) participants' perceptions of property impacts are considered and incorporated into the review;
- (e) participants' perceptions of the land use planning policy framework are considered and incorporated into the review;
- (f) participants input in response to terms of reference are collected and considered; and
- (g) participants understand how their input was considered and incorporated (where possible) into the functional design options and preliminary design.
 - (i) Clearly communicate connections between design decisions and participant input
 - (ii) Clearly communicate major themes that could not be incorporated with the rationale

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 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.

D10. SAFE WORK PLAN

D10.1 The Consultant shall provide the Project Manager with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D11. INSURANCE

D11.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D11.2 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 \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate.

D11.2.1 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.

- D11.3 The policies required in D11.2(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.
- D11.4 The Consultant shall require any Consultants 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 D11.2(a) and D11.2(b).
- D11.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D11.2(a) and D11.2(c).
- D11.6 The Consultant shall provide the Project Manager with a certificate(s) of insurance 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 D11.9.
- D11.7 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.
- D11.8 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.
- D11.9 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

D12. COMMENCEMENT

- D12.1 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.
- D12.2 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 D9;
 - (ii) evidence of the insurance specified in D11.
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D12.3 The City intends to award this Contract by June 14, 2021.

D13. CRITICAL STAGES

- D13.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Complete Part 1 of the study (D6) by January 31, 2022;
 - (b) Complete the entire scope of services by July 29, 2022.

D14. COVID-19 SCHEDULE DELAYS

- D14.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Services shall be performed by the Consultant with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Project Manager.

- D14.2 If the Consultant is delayed in the performance of the Services by reason of the COVID-19 pandemic, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D14.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether COVID-19 will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of material or work by others.
- D14.4 For any delay related to COVID-19 and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D14.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D14.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Project Manager.
- D14.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Project Manager, shall be documented in accordance with C8.

THIRD PARTY AGREEMENTS

D15. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D15.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D15.2 Further to D15.1, in the event that the obligations in D15 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C7.
- D15.3 For the purposes of D15:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D15.4 Modified Insurance Requirements
- D15.4.1 If not already required under the insurance requirements identified in D11, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.
- D15.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D15.4.3 Further to D11.6 insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D15.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D15.5 Indemnification By Consultant

D15.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.

D15.6 Records Retention and Audits

D15.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D15.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D15.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D15.7 Other Obligations

D15.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D15.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D15.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.

D15.8 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.