



## 66-2010 ADDENDUM 9

### REQUEST FOR PROPOSALS FOR PROFESSIONAL CONSULTING SERVICES FOR THE DESIGN AND DEVELOPMENT OF THE WINNIPEG POLICE SERVICE HEADQUARTERS AT 266 GRAHAM AVENUE (FORMER CANADA POST BUILDING) IN WINNIPEG

#### **URGENT**

**PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE BID OPPORTUNITY**

ISSUED: June 8, 2010  
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**THIS ADDENDUM SHALL BE INCORPORATED INTO AND FORMS PART OF THE REQUEST FOR PROPOSALS.**

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**Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Request for Proposals, and be governed accordingly.**

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#### **NOTE:**

Addendum 9 revises the scope of Service for this Request for Proposal to provide the City with 30% design and performance specifications.

All revisions contained in Addenda 1 to 8 are incorporated in the revised RFP Addendum 9 document.

All questions contained in Addenda 1 to 8 are consolidated in Addendum 9.

A new Word version of Table 1 is issued.

Revised General Conditions for Consultant Services will be issued shortly.

## QUESTIONS AND ANSWERS

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The Questions and Answers included in Addendum 9 are a consolidation of all Questions and Answers provided in Addenda 1 to 8.

Responses to Questions not yet answered will be included in further Addenda as the responses are developed.

### PROPONENT CONFERENCE QUESTIONS

- PQ1 About the sharing of information – are there limitations to forwarding information to their other offices?
- PA1 If you want to share information with others in your company, please submit information about who you are sharing information with, and The City will assess if they will be allowed to view information. Access will be in accordance with B5 and D2.2 of the RFP.
- PQ2 What is the extent of the demolition of equipment in the building? Will there be more specifics by the end of the month?
- PA2 In a Public document Council has said there will be equipment left there, but some will be removed. Not sure explicitly what is there to be removed. Addendum 1 will add D4.5.3 which will address this question. **Addendum 9 RFP document revises D4.5.3 to read D4.6.**
- PQ3 Does the budget include all removals?
- PA3 The project budget includes all removals.
- PQ4 The Shindico report suggested that Mechanical and Electrical to be separated between tower and warehouse – is this how it is intended to be? Is this separation part of the budget? Are they totally separate systems or just the monitoring?
- PA4 Yes, it is intended to be separated. It was part of the due diligence.
- PQ5 Environmental: What is The City's intent – is the Consultant responsible for the contractor or is The City going to do that?
- PA5 The intent is that the abatement will be handled for the most part in a separate contract. Scope of the contract has to be determined by the team. If it makes sense certain parts of abatement can be included in other contracts.
- PQ6 Date of possession of the building – 2012? Is that still applicable? Can we base our shipments on that date?
- PA6 We already have possession of the building. It was anticipated that Canada Post will vacate the plant by January 2012. There is a potential that the City will get the building sooner than that. We will clarify the specific date if there are any changes.
- PQ7 D5 – “Should Include” - Special studies? Is The City going to tell us what the other stages are?
- PA7 The City expects Proponents to identify any Special Studies it feels are required as part of their Proposal.

- PQ8 Is this not too vague? The City wants us to anticipate their needs. The City cannot expect others to do that, but in that case we (Consultant) would rather give a narrower scope of work than overextend ourselves into the special studies.
- PA8 The Consultant is to cover off any other things (special needs) to complete the project (i.e. geotechnical, shooting range specialties). Pre-study the needs of client to put yourself into an advantage to become an expert to complete project.
- PQ9 This comment conflicts with B.10.5 – geotechnical – independent consultants.
- PA9 The City is trying to allow for innovation. B22 does not state we will select solely on price – it allows proponent to come up with something innovative.
- PQ10 Price is 20% of evaluation – difficult to submit a price with so much allowance for innovative ideas
- PA10 Yes, Fees are 20% of evaluation and shall include disbursements and consulting fees.
- PQ11 How can we evaluate the risk into fee? Specialty fees are not included because of insurance risk.
- PA11 Prime Consultant shall include specialty fees.
- PQ12 What is the level of insurance deductibles are needed for secondary contractors (Subconsultants)?
- PA12 The City is not dictating the levels of insurance deductibles for this Contract.
- PQ13 Will the Abatement contract be held by Consultant?
- PA13 No – Consultant will put together the bid opportunity for a contract between the City and a hazardous materials contractor.
- PQ14 What will necessitate an interview of Consultant and what is the time frame?
- PA14 Once we have reviewed written proposals, and if there is doubt or clarifications needed, interviews will be held as required.
- PQ15 Will the interview be with everyone or just the ones you have questions for?
- PA15 Interviews may be held in accordance with B20 and may or may not include all Proponents.
- PQ16 Will the interviews be before June 28th
- PA16 Interviews will be in May – shortly after the RFP closes.
- PA16 **(Revised) The City intends to conduct interviews in late June, if required.**
- PQ17 Will the interview be more an exchange of info or a more detailed interview?
- PA17 It will be just to clarify information – The City would let you know what is expected for your interview.
- PQ18 Please clarify what pass/fail means for Stage 1, because of the urgency of time frame, schedule of completion of the contractor's work is not always in the Consultant's hands.
- PA18 If you cannot deliver by the deadline – you fail. The City wants to see a schedule that includes design and construction that meets our deadline.

- PQ20 Will it be apparent how much work will be needed to complete the program of requirements.
- PA20 Yes
- PQ21 How much user engagement has been done to date?
- PA21 Users have been engaged on an on-going basis but have not signed off.
- PQ22 Could you describe the process of the users?
- PA22 The users know their current needs, The City has spoke to user groups, groups have been fairly involved User groups are broken down into different Divisions and Units.
- PQ23 Is there further need for user input?
- PA23 Yes, there is a further need. The Consultant will partner with the City to interact with user groups to finalize the program of requirements.
- PQ24 How does one price the cost of interaction with users? You say it is a large document, have you looked at what the user groups do, or is it based on square footage?
- PA24 It is based on user requirements. The draft program of requirements will be issued by Addendum. **Addendum 9 RFP document includes the Program of Requirements as Appendix B.**
- PQ25 As far as the Client's Team – title wise – will we have a list of people to go to?
- PA25 No, the Project Manager will be the go-to person answering all questions. See D2 for further clarification.
- PQ26 Does Abdul have back up during his holidays?
- PA26 Yes.
- PQ27 Can you clarify what you mean by Furniture and Fixture?
- PA27 Furniture and fixtures will be defined as accessories in the program of requirements.
- PQ28 Is the Consultant Team to be part of Furniture and Fixture selection?
- PA28 Yes.
- PQ29 Is the Consultant reusing the current equipment?
- PA29 Yes, we will provide an inventory of current equipment.
- PQ30 What is the life expectancy of the completed building? What time frame is The City looking for?
- PA30 Life expectancy should be 50 years.
- PQ31 Capital cost vs. Operating costs – are you going to own the building – maintenance of escalators for example – how you going to handle decisions?
- PA31 A procurement methodology for project development has not been finalized. Cost/benefit analysis for those factors which can be reasonably estimated will likely employ Net Present Value for comparison between alternatives. A framework to evaluate qualitative factors is under review.

- PQ32 In a design-bid-build proposal, how long will it take to award a contract, so the Consultant can have this part of their proposal?
- PA32 For the purpose of submitting a proposal allow 60 calendar days from receipt of tender. **The City intends to award this Contract within 60 Calendar Days of the Submission Deadline.**
- PQ33 For the Firing Range – Design-Bid-Build – is it still 60 days?
- PA33 Yes.
- PQ34 Is this time frame part of a Pass / Fail?
- PA34 Yes.
- PQ35 With a project of this scope, in the downtown, are the groups such as zoning, etc. going to expedite processes? Can we assume that? What can we rely on from the City in the Support of the Development Process?
- PA35 Yes. The department will assign the Development Project Liaison to this Project.
- PQ36 The Shooting Range work will be done while the building is occupied. Who will do the communication, coordination's with Post office
- PA36 Project Manager to coordinate with Canada Post
- PQ37 Has the post office approved this project during their occupancy?
- PA37 No, Project Manager to coordinate with Canada Post
- PQ38 Will access to the Canada Post Building, during construction, be without problems?
- PA38 Problems with access are not anticipated. Project Manager to coordinate with existing tenants.
- PQ39 Contractor selection process – is it an open process or will you prequalified?
- PA39 It will likely be an open process – possibly an RFQ/RFP.
- PQ41 As far as schedule for the Main Building – flexibility – how much risk can you take for capital cost to meet that date?
- PA41 We have revised the schedule in Addendum 1. Project budget and schedule shall remain as identified. **Addendum 9 RFP document includes the current Project schedule.**
- PQ42 If we propose something different – different date – will it drop our score?
- PA42 Yes, if it's later than the schedule identified.
- PQ43 June 28 award – how long from then to signed contract to date of work starting
- PA43 The City will issue a letter of intent which gives the consultant the authority to perform services in the absence of the signed formal Contract. Commencement will be in accordance with D11.
- PQ44 How long does it take to sign a contract?
- PA44 Depends on how long signatures take . It could take several weeks.

PQ45 Consultant's Lawyers need to look at document and want things modified

PA45 They should be doing that now – not when the contract is awarded.

PQ46 Shooting Range – Fast Track manner – Program of Requirements – will it be prescriptive to that area of the program. If the detail doesn't exist now – will we have access to the right people during the summer?

PA46 It is a draft now – but access shouldn't be a problem

PQ47 Is there road work scheduled around the site?

PA47 Not anticipated – should Contractors destroy the road – they should make arrangements for fixing it. Road restoration is out of scope. The City will put something in an addendum, if something is required beyond the limits of the footprint of the building for the WPS operation.

PQ48 What will the security of the building be in and around the site?

PA48 Specific access requirements will have to be determined during the preparation of the construction documents, based on occupancy and operational requirements.

PQ49 Have traffic studies been done around building?

PA49 No

PQ50 Have studies been done in regards to Access / Egress?

PA50 No – nothing specific to the redevelopment of the building

PQ51 Specialty items – security, If we use special industry experts to assist us, are they excluded to bidding on the work?

PA51 Should the successful Proponent's special industry experts wish to bid on the construction projects, the City will need to make full disclosure of their participation in the design process.

PQ52 D12.1 – "Shall" - difficult to put something together with that wording, in how to meet deadlines.

PA52 If you cannot deliver by the deadline – you fail.

PQ53 What will the deductibles be for Insurance?

PA53 Please see PA12 above.

## **GENERAL QUESTIONS**

GQ1 When may we expect the additional addendums?

GA1 Addenda will be issued as required and when ready.

GQ2 We assume based on B10.5 that all soils, testing and hazardous materials consulting and reports are provided by the client and coordinated with design consultants?

GA2 see Addendum 1. **Addendum 9 RFP document includes the most current response to B10.5.**

- GQ3 Under B23.6 it is stated that sufficient funding has not yet been secured for the Project. May we ask where the status of the additional funding currently stands?
- GA3 The City will ensure that sufficient funding is in place for any contract, prior to award.
- GQ4 Under D5 Scope of Services what is the expectation for "Presentations" and "Promotional Presentations"?
- GA4 Presentations may be required for various City committees (executive, project teams, committees of Council, review boards, etc.)
- GQ5 Under D5.1 (a)(i) Pre-Design, reference is made to Facility Programming. Has this Facility Programming been signed off by all relevant departments? Are functional relationships discussed in this document?
- GA5 The Consultant will partner with the City to interact with user groups to finalize the program of requirements.
- GQ6 Under D5.1(c) (vii) Equipment and System Furniture Design Development – could this expectation be clarified? Are furnishings to be a part of this contract? If so, has an inventory of existing furnishings been taken noting their condition, location, etc. Will new furnishings need to be purchased?
- GA6 Yes, the selection of furnishings is part of this Contract. An inventory of existing furnishings will be provided by the City. The procurement of new furnishings will be the responsibility of the Consultant. The cost of the furnishings is not included in this budget.
- GA6 **(Revised) The procurement of new furnishings will NOT be the responsibility of this Contract.**
- GQ7 Under D5.1(a) (xii) reference is made to Sustainable Design Goals. We are assuming that these are the goals as set forth in achieving LEED Silver Certification?
- GA7 Yes, it is related.
- GQ9 We assume that the clause D 9.1(c) on an E & O insurance value of \$10M governs over clause C12.2 which references contract plus \$2M?
- GA9 D9.1(c) covers the E&O insurance required which is separate from C12.2. C12.2 is the maximum general liability for the contract.
- GQ10 By usual industry standards, the construction schedule for a project of this scale would indicate a 24 – 30 month construction period including the remediation work. The completion date given in the RFP is August 20, 2013 with a start date (from the Shindico Study) given of January, 2012 – a period of 19 months. There would appear to be a conflict between the projections completion date and a realistic construction schedule. Can you please clarify?
- GA10 see Addendum 1. **See revised D12.2 of Addendum 9 RFP document.**
- GQ11 In the Stage 2 Project Development you state that perhaps we may not want certain areas to have the hazardous material abatement - can this statement be clarified?
- GA11 Hazardous materials abatement may not include undeveloped areas such as occupied spaces in the office tower which are to remain under existing tenant agreements.
- GQ12 Could the type of Shooting Range for this project be clarified? Is it a "Qualifying" or "Tactical" type – as a range cannot be both.
- GA12 Tactical.

- GA12 (revised) Further to our answer GQ12 in Addendum 1, it is both tactical and qualifying. Even though it's a qualification range, we do set up movable structures to use as tactical. Further detail will be provided in the draft program of requirements.
- GQ13 We are questioning the short period allowed (5 days) to obtain the high level of security required for the successful proponent. It is likely not possible for the scores of people in the full consultant team to obtain that much information in the time period allocated. Also, will every member of the proponent team require this clearance (E.g. technologists) or just the key personnel?
- GA13 see Addendum 1. **See revised D10 of Addendum 9 RFP document.**
- GQ14 With the very tight schedule, can we make the assumption that there will be an executive committee set up to expedite the review and approval process relative to City department and development approvals.
- GA14 Yes, approvals will be expedited.
- GQ15 With the very tight schedule, can we again make the assumption that there will be mechanisms set up to expedite the usual 60 day response period from the City?
- GA15 See Addendum 1, Question 32, Proponents Conference, the City intends to award this **Contract** within 60 Calendar Days **of the Submission Deadline.**
- GQ16 Is there a conflict of interest if the City of Winnipeg employees on this project are cited as referees for other City projects by the proponents?
- GA16 No.
- GQ17 As outlined in the RFP for this Project a FIXED FEE is to be submitted for all services listed in D5 Scope of Services. The standard City of Winnipeg Client Consultant Agreements define the Consultants responsibilities for Basic Services. There are a number of services that have been requested in this RFP that are not typical Basic Services and therefore require definition and clarification. Please provide a description and clarification of the following services that you have requested to be included in D5 Scope of Services:
- (a) Pre-Design
- (vi) Environmental Services
  - (viii) Existing Facilities Surveys
  - (x) Services Related to Project Management -Please define what you mean by Project Management relative to the Consulting Design Services.
  - (xiii) Special Services -Please specify what these Special Services are to be.
- (b) Schematic Design
- (x) Special Services -Please define
  - (xi) Special submissions or Promotional Presentations - Please define
  - (xii) Special Models, Perspectives, or Computer Presentations - Please quantify and define
  - (xiii) Project Management - Please define what you mean by Project Management relative to the Consulting Design Services.
- (c) Design Development
- (viii) Special Studies / Reports - Please quantify and define.
  - (ix) Promotional Presentations - Please define services
  - (x) Models, Perspectives, or Computer Presentations - Please quantify and define



(xi) Project Management - Please define what you mean by Project Management relative to the Consulting Design Services.

(d) Contract Documentation Preparation

(viii) Alternative Bid Details and Special Bid Documents -Please quantify and define services.

(ix) Project Management - Please define what you mean by Project Management relative to the Consulting Design Services.

(e) Tendering

(ix) Project Management - Please define what you mean by Project Management relative to the Consulting Design Services.

(f) Contract Administration

(ii) Confirmation of Project Schedule - This is a Contractor responsibility and not something that Design Consultants Control at this Stage, please clarify.

(xiv) Full-time Project Representation - Please define services. Are you requesting a Clerk of the Works?

(xvi) Project Management - Please define what you mean by Project Management relative to the Consulting Design Services.

(xxvii) Detailed Cost Accounting - This is a Contractor responsibility and not something that Design Consultants Control at this Stage, please clarify.

(g) Post Construction Services

(viii) Start up Assistance - Please define services

(xi) Building Analysis and Reports - Please define services.

(xiii) Systems Performance Review - Please define services

(xiv) Provision of Operation and Maintenance Manuals - This is a Contractor responsibility and not something that Design Consultants Control at this Stage, please clarify.

GA17 The scope of services is outlined in D5.1.

GQ18 I have a consultant from the States who does not have a Health and Safety program and is wondering how stringent you will be with this requirement. Are you able to answer this question without my formally submitting it as time is of the essence?

GA18 The Consultant shall be responsible for all safety activities for under their contract. The Consultant is responsible to ensure and enforce safe work practices for all Subconsultants.

GQ19 We request that the following revisions be made to the RFP:

GQ19 -1 B6.1 We request the following be added setting out the appropriate exceptions: "The use and disclosure of the confidential information shall not apply to information which (a) was known to the Proponent before receipt hereof of the City; 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."

GA19-1 See Addendum 2 above. **See B6.1 in Addendum 9 RFP document.**

GQ20 Was the City not going to issue the building program as an addendum?

GA20 The Program of Requirements will be the subject of a future addendum.

GQ21 Please clarify item B10.5: Are the costs of material and soils testing, to be in an "Allowable Disbursement" allowance or in the Fixed Fee?

GA21 See addendum 3, B10.5. **See B10.5 in Addendum 9 RFP document.**

GQ22 Does the City of Winnipeg construction budget carry the cost for the Hazmat Quality Assurance inspections and Air Quality Testing during Hazmat abatement work?

GA22 Yes it is included in the identified budget.

GQ23 When will the "Appendix A" programming information (D4.5) be provided?

GA23 We estimate issuance by May 3rd.

GQ24 When will information regarding vacated spaces (D3.4.1) be provided?

GA24 See Addendum 3, D3.4.1. **See D3 in Addendum 9 RFP document.**

GQ25 D10.1, D10.2 and D10.3 state that "any individual proposed to perform Services under the Contract for WPS facilities" must have a Level Two Security Clearance. D10.5, D10.6 and D10.7 state that individuals must have the security clearance to perform any Services "within" / "in" / "at" WPS facilities. Is Level two Security Clearance required for all persons carrying out A/E services for the WPS, or only those physically entering the WPS facility?

GA25 Yes.

GQ28 In general with regards to questions, is there a deadline for when questions will be answered before proposal close? Concern is that with the limited time remaining to submission, answers could significantly change our proposal.

GA28 See Addendum 3, B4.8 and B4.9. **See B4 in Addendum 9 RFP document.**

GQ29-1 B10.5: Our understanding is still unclear. For example, will the evaluation, review and specification of hazardous materials during the Design Stage be part of "disbursements" and not the "fixed fee"?

GA29-1 The evaluation, review and specification of hazardous materials during Design Stage will be part of the Fixed Fee.

GQ29-2 How is "any material testing during construction" defined? Does material testing include mortar testing, steel strength or installation testing, weld testing, building membrane testing, fire stopping review, concrete strength testing, etc.?

GA29-2 Material testing during construction would include concrete testing, building envelope testing, and other material testing as determined during design and approved by the Project Manager. This testing would be included as a testing allowance in the construction contract.

GQ29-3 We suggest that the wording be changed to read that the fixed fee include:

- out-of-town travel and related expenses;
- the hazardous material consulting and site investigation;
- specification for removal of hazardous materials; and
- the field review of the hazardous material removal contract;
- Geotechnical investigation during design

GA29-3 See GA29-1

GQ29-4 We also suggest that an allowance be defined for “any material testing during construction” that will be carried by the GC Bidders at the time of tender.

GA29-4 This amount would be determined during design and would be considered out of scope of the consultant contract.

GQ29-5 We believe the current wording and inclusion of vague testing and other services language will make it impossible for the proponents to correctly define the scope and for the City to evaluate the fixed fee proposals.

GA29-5 See above answers

GQ30 Addendum No. 3 adds D12.1 (c) which identifies August 31, 2014 as the total performance date. This statement raises the following questions:

GQ30-1 We assume, because the addendum is under clause D12 that the total performance referred to is the construction contract (as per D5.9) and not the consultant contract (as per C1.1(pp)). Is this correct?

GA30-1 Yes.

GQ30-2 Does the substantial performance completion date for the general contractor remain at January 20, 2014 – as per Addendum No. 1 or is this date no longer important?

GA30-2 Substantial performance remains at January 20, 2014.

**GA30-2 (Revised) The completion dates for the general contractor are revised in D12.2 in Addendum 9 RFP document.**

GQ30-3 Is it correct that the completion of consultant services [as per C1.1 (pp)] would be August 31, 2016- two years after total performance of the construction contract as per D5.9.1?

GA30-3 Yes, this is correct. The date conflicts with other clauses and will be the subject of a future addendum.

GQ30-4 The insurance period noted in D9.1 (c) would then end August 31, 2019 - 3 years after the completion of the service as per C1.1 (pp) and point No. 3 above. Is that a correct interpretation?

GA30-4 No, the 36 month time period in D9.1 (c) will be revised to read 24 months in a future addendum.