



## 66-2010 ADDENDUM 16

### 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 25, 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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Revise **C12.2** to read:

C12.2 The Consultant shall indemnify and save harmless the City from and against all claims, losses, damages, costs, expenses and fees, actions and other proceedings made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury, infringement or damage arising from any negligent act, defect, error or omission of the Consultant, its servants or agents or persons for whom it has assumed responsibility, including Subconsultants, in the performance or purported performance of this Contract to a maximum of the Contract Price or two million dollars, whichever is greater.

Revise **D5.1 (b) (vii)** to read:

(vii) Construction Cost Estimate – **Class C**

Revise **D5.1(c) (xx)** to read:

(xx) Detailed Construction Cost Estimates (**Class B**) or Quantity Surveys to confirm budget

Revise **D13** to read:

#### **D13 CRITICAL STAGES – Revised June 23, 2010**

D13.1 The Consultant shall achieve critical stages of the Services, for this Contract, in accordance with the following requirements:

- (a) **approximately 80% planning, programming, design and specification documents for inclusion in the Bid Opportunity document by April 15, 2011.**
- (b) **100% planning, programming, design and specification documents for addition by Addendum to the Bid Opportunity document by July 15, 2011.**

**D13.1.1 The City intends to issue the Bid Opportunity document for the procurement portion of the Project by April 15, 2011.**

D13.2 The City expects the following Critical Stages of the construction contract to be:

- (a) Shooting Range Addition - total performance – **September 30, 2012;**
- (b) Existing Building Redevelopment for WPS - total performance – August 31, 2014.

#### **APPENDIX C – GENERAL CONDITIONS FOR CONSULTANT SERVICES**

Addendum 15 stated: "Revised General Conditions For Consultant Services To Be Provided In Further Addendum". General Conditions latest version is included in Addendum 12, with a revision to C12.2 included in Addendum 16.

## QUESTIONS AND ANSWERS

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

**Clause and Page numbering may be changed as a result of Addendum 15 revisions. Please read the revised clauses carefully.**

- GQ64 Please confirm if the intent of 100% design services is to provide a full consulting service, through program verification to end of construction ( as appears to be the case in D-5.1) and including providing design services on behalf of the City after the builder is appointed ?
- GA64 It is the City's intent that all consulting services indentified in D5, in its entirety, will be provided through this Contract.
- GQ65 If question #1 is "yes" then the list of project delivery options in PQ 45 should be revised to say;
- Build/finance
  - Build / Turn key
  - Build / leaseback
  - Or Construction management
  - The above change is recommended as the design services are now provided by the City contracted design team
- GA65 Further to PA 45 on Addendum 15, the Project delivery method is not yet determined, but may include
- Build;
  - Build/Finance;
  - Build/Turn Key; or
  - Build/Leaseback?
- GQ66 Please confirm that the intent of D 13.1 (a) –is to provide planning, program, design and specifications representing approximately 30% of full services, for the March 30, 2011 deadline. It is not possible to have complete working drawings for March 30, 2011.
- GA66 See Addendum 16
- GQ67 Please clarify that the intent of the D 13.1 -March 30, 2011 tender is to appoint a builder team to work with the City and their design team to complete the project. The documents for March 30, in this case, would be sufficient to allow a builder to provide a GMP proposal to the City.
- GA67 See Addendum 16
- GQ68 Please confirm that the City recognizes that the length of time required to appoint a builder after the March 30, 2011 Bid Opportunity is issued will vary depending on the nature of the bid requirements. A call for build, finance, leaseback will take longer to respond to and analyze than a call for building services only.
- GA68 See Addendum 16

GQ69 Please confirm that it is intended that the design team not start working drawings until the builder is appointed. Working drawings would then be based on integration of the Builder expertise, the Builder GMP, City budget, and project schedule developed by the builder.

GA69 See Addendum 16

GQ70 If the above questions are confirmed positively, then please confirm, relative to schedules in D 13.2, that the target dates will be re-confirmed after appointment of the builder in consultation with the joint -Designer, City, and Builder team.

GA70 See Addendum 16

GQ71 At this point in changes to the RFP- please confirm that the City will appoint the LEED consultant separately. Given the changes anticipated above, the LEED, sustainable design consultant services should be appointed to the team and have their services extend through construction.

GA71 Further to Addendum 15, the City does not intend to pursue LEED Certification on this Project.

GQ72 Is the City open to revising Clause D 10.1 to having the consultant teams provide \$5M E&O insurance and the City obtaining a \$5M top up project policy? This will likely be less expensive to the City if it is feasible.

GA72 No

GQ73 Please confirm Consultant to provide full 100% design services to end of Contract Documentation phase only.

GA73 It is the City's intent that all consulting services identified in D5, in its entirety, will be provided through this Contract.

GQ74 Advisory services only will be provided by Consultant following completion of Contract Documentation phase.

GA74 It is the City's intent that all consulting services identified in D5, in its entirety, will be provided through this Contract.

GQ75 Addendum 15, Scope of Services, Section D5.1(b) Schematic Design – item (vii). Could you please confirm the Class of Cost Estimate that is required at this stage?

GA75 See Addendum 16.

GQ76 Addendum 15, Scope of Services, Section D5.1(c) Design and Specification Document. Typically Class "B" Cost Estimates are prepared at the end of Design Development. Does the City of Winnipeg actually wish a Class "C" Cost Estimate as stated?

GA76 See Addendum 16.

GQ77 Addendum 15, Scope of Services, Section D5.1(d) Contract Document Preparation.

Addendum 15, Scope of Services, Section D5.1 states that the consultant shall be responsible to provide full Schematic Design D5.1(b), Design and Specification Development D5.1 (c) and Contract Document Preparation D5.1(d). This suggests a more traditional Design-Bid-Build methodology.

Alternative project delivery methods, including Design Build or Public Private Partnerships, would typically require that the Design Builder or P3 proponent provide the majority (70%) of the Contract Documentation of the project. In this way, the proponent can create innovation, manage cost containment and affect cost certainty within their bid, while meeting the functional, design and performance requirements, as detailed in the Project Design and Specification Documents.

GQ77-1 If the City of Winnipeg intends to utilize an alternative project delivery method, do they actually wish the consultant to provide 100% Contract Documentation services 5.1(d)?

GA77-1 Yes - See GA65

GQ77-2 If so, what is intended by D5.1 (f) (vii) Interpretation of Contract Documents? Which contract documents is the consultant to interpret?

GA77-2 The Consultant will assist the Project Coordinator in the interpretation of the construction portion of the Bid Opportunity document identified in D13.1(a).

GQ78 Addendum 15, Scope of Services, Section D5.1(e) Procurement Process. Could you please define (detail) the "assistance" that is expected in this phase of the project, or the number of hours you wish the consultants to expend on items (i) to and including (ix)?

GA78 The detailed Services are listed in this phase. The Proponent should include the fees based on the Proponent's estimated time in accordance with B13.7.

GQ79 Addendum 15, Scope of Services, Section D5.1(f) Construction Services – item (vii). Could you please define (detail) the "assistance" that is expected in this phase of the project, or the number of hours you wish the consultants to expend on items (i) to and including (xxii)?

GA79 See GA78

GQ80 Addendum 15, Scope of Services, Section D13 Critical Stages, D13.1.

Addendum 9, Scope of Services, Section D12 Critical Services, D12.1 indicated a Critical Stages Date of December 15, 2010 for the completion of planning, programming, 30% design and specification documents.

Addendum 15, D13.1 indicates a Critical Stages Date of March 30, 2011 for the completion of planning, programming, (100%) design and specification documents.

GQ80-1 This represents 3.5 additional months to complete an additional 70% of this phase. Is this correct?

GA80-1 See Addendum 16

GQ80-2 If the City of Winnipeg wishes the consultant team to provide full Contract Documents, when does the City require the Section D5.1(d) CD submission?

GA80-2 See Addendum 16