



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 924-2010

**REQUEST FOR PROPOSAL FOR AN OWNER ADVOCATE/ PROJECT MANAGER
FOR A TRANSIT BUS PARKING AND SERVICING GARAGE DESIGN-BUILD
PROJECT**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR AN OWNER ADVOCATE/ PROJECT MANAGER FOR A TRANSIT BUS PARKING AND SERVICING GARAGE DESIGN-BUILD PROJECT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 20, 2011.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator 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. BIDDERS CONFERENCE

B3.1 The Contract Administrator or an authorized representative will conduct a Bidder's Conference on April 13, 2011 from 10:00 am to 11:00 am in the second floor conference room at 421 Osborne St.

B3.2 Bidders are advised that at the Bidder's conference, they will have the opportunity to ask questions and receive clarifications regarding the project. The conference will also include a tour of the existing bus parking and servicing garage facility and the proposed garage construction site.

B3.3 Bidders wishing to attend the Bidder's Conference and Site tour should confirm their intention via email on or before April 12, 2011 with the Contract Administrator listed in D3.1.

B3.4 The Bidder shall not be entitled to rely on any information or interpretation received at the Bidders Conference and Site tour unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least four (4) Business Days prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

- B5.1 Information provided to a Bidder by the City or acquired by a Bidder 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 Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Bidder 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 Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator 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.
- B6.2 The Contract Administrator 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.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A);
 - (b) Fees (Section B);
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Bidder and Subcontractors, if any (Section C);
 - (b) Experience of Key Personnel Assigned to the Project (Section D);
 - (c) Project Understanding and Methodology (Section E); and
- B7.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.3.1 Bidders should submit one (1) unbound original (marked "original") and three (3) copies.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, including the General Conditions, will be evaluated in accordance with B19.1(a).

- B7.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B7.6.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B7.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8. PROPOSAL

- B8.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his 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.
- B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. FEES (SECTION B)

- B9.1 The Proposal shall include a **Fixed Fee** for each of the following phases of the Work:
- (a) General services:
 - (b) Preconstruction Services:
 - (c) Construction Services:
 - (d) Post Construction Services:
- B9.2 Details of the Scope of Work are provided under D5.
- B9.3 The Fixed Fee shall be broken down by phase as shown on Form B: Fees.
- B9.3.1 The Fixed Fee shall include costs for out of town travel, related meals, accommodations and all disbursements for the duration of the Project.
- B9.4 The Fee Proposal should also include, as a separate attachment, a Schedule of Hourly Fees for key personnel assigned to the Project, for additional Work required to complete the Project, but not anticipated at the time of Award of Contract.
- B9.5 Notwithstanding B9.3, the Bidder should indicate applicable MRST separately on Form B: Fees.
- B9.6 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF BIDDER AND SUBCONTRACTOR, IF ANY (SECTION C)

- B10.1 Proposals should include:
- (a) details demonstrating the history and experience of the Bidder and Subcontractors, if any in providing management of construction and contract administration services on up to three projects of similar size and complexity;
- B10.1.1 Submissions may also include experience in facilities with similar uses to those required for this Project.
- B10.2 For each project listed in B10.1, the Bidder should submit:
- (a) description of the project;
 - (b) role of the Bidder and/or Subcontractor;
 - (c) Project's original contracted construction cost and final construction cost;
 - (d) schedule (anticipated project schedule and actual project delivery schedule);
 - (e) Project owner;
 - (f) reference information (two current names with telephone numbers per project).
- B10.2.1 Where applicable, information should be separated into Bidder and Subcontractor project listings.
- B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Bidder and Subcontractors.

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

- B11.1 Describe your approach to overall team formation and coordination of team members.
- B11.1.1 Include an organizational chart for the Project identifying the roles of each of the key participants.

- B11.2 Submit the experience and qualifications of the Key Personnel assigned to the Project including the key Project Coordinator and other staff assigned to this Project. Include:
- (a) educational background and degrees,
 - (b) professional recognition,
 - (c) job title,
 - (d) years of experience in current position,
 - (e) years of experience in design and construction, and
 - (f) years of experience with existing employer.
- B11.3 For each person identified in B11.2 list the percent of time to be dedicated to the Project. Provide information in accordance with the Scope of Work phases identified in B12.2.
- B11.4 For each person identified, including the key Project Coordinator and other staff assigned to this Project, list at least two projects of comparable size and complexity in which they have played a primary role. If a project selected for a key person is included in B10.1, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner;
 - (d) Reference information (two current names with telephone numbers per project).

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E) -

- B12.1 Further to B7.2(c), the Bidder should submit information in sufficient detail for the City to evaluate the team's proposed approach to delivering the project by providing:
- (a) their project management philosophy and approach;
 - (b) their team organization during the performance of the services;
 - (c) their proposed methodology for quality control/quality assurance;
 - (d) their proposed methodology for organizing and managing the project.
- B12.2 Methodology should be presented in accordance with the following Scope of Work phases:
- (a) General services;
 - (b) Preconstruction services;
 - (c) Construction Services;
 - (d) Post Construction Services.

B13. QUALIFICATION

- B13.1 The Bidder 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 Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder 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 Work in strict accordance with the terms and provisions of the Contract; and
 - (d) have or establish and staff an office in Winnipeg for the duration of the Project.

- B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work 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 <http://www.winnipeg.ca/matmgt/debar.stm>
- B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work 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) demonstrate that they 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.
 - (e) demonstrate that they have the knowledge and understanding of the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract.
- B13.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B13.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B14.1 Proposals will not be opened publicly.
- B14.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>
- B14.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.
- B14.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

B15. IRREVOCABLE OFFER

- B15.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B16. WITHDRAWAL OF OFFERS

- B16.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B16.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B16.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Proposal withdrawn.
- B16.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B15.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B17. INTERVIEWS

- B17.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B18. NEGOTIATIONS

- B18.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B18.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.
- B18.3 If, in the course of negotiations pursuant to B18.2 or otherwise, the Bidder 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 Bidder from the Proposal as originally submitted.

B19. EVALUATION OF PROPOSALS

- B19.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12.2(a): (pass/fail)
 - (c) Fees; (Section B) 30%

- (d) Experience of Bidder and Subcontractor, if any; (Section C) 20%
 - (e) Experience of Key Personnel Assigned to the Project; (Section D) 30%
 - (f) Project Understanding and Methodology (Section E) 20%
- B19.2 Further to B19.1(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.
- B19.3 Further to B19.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.
- B19.4 Further to B19.1(c), Fees will be evaluated based on Fees submitted on Form B.
- B19.5 Further to B19.1(d), Experience of Bidder and Subcontractor, if any, will be evaluated considering the experience of the organization on architectural and/or engineering projects for transit facilities or facilities with similar uses and similar size and complexity.
- B19.6 Further to B19.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on projects of comparable size and complexity, including the lead Project Coordinator and the managers of the key disciplines.
- B19.7 Further to B19.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B19.8 Notwithstanding B19.1(d) to B19.1(f), where Bidders fail to provide responses to B7.2, the score of zero or fail will be assigned to that Section.
- B20. AWARD OF CONTRACT**
- B20.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B20.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B20.2.1 Without limiting the generality of B20.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, 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.
- B20.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.
- B20.4 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).**
- B20.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of 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 proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. DEFINITIONS

D2.1 When used in this Request for Proposal:

- (a) **“Proposal”** means the offer contained in the Proposal Submission;
- (b) **“Proposal Submission”** means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
- (c) **“Request for Proposal”** means the Proposal Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda;

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Tony Dreolini, P. Eng.

Email: tdreolini@winnipeg.ca

Telephone No. (204) 986-5774

Facsimile No. (204) 453-7385

D3.2 All correspondence or contact by Bidders with the City in respect of this RFP must be directly and only with the City's Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Bidders Proposal Submission.

D3.3 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4. BACKGROUND

D4.1 The City of Winnipeg Transit Department has provided public transit service to Winnipeg for over 125 years. Transit currently operates a fleet of 555 buses from two bases in Winnipeg. The two Transit bases are at their effective parking and servicing capacity. Transit ridership has been increasing over the past several years and service improvement initiatives such as the Southwest Rapid Transit Corridor and iBus technology will continue to promote ridership increases that will make fleet expansion necessary.

D4.2 Transit has reviewed current operations and future ridership growth projections and has determined that additional bus storage and servicing capacity is required. The project will consist of the design, construction, commissioning and start-up of a transit bus garage with the capacity to park and service a fleet of one hundred and thirty five (135) regular forty one foot diesel transit buses. It is anticipated that sixty foot articulated buses will be added to Transit's fleet in the future and the garage must efficiently accommodate these types of buses when required. The garage will be located on the property commonly known as the Fort Rouge Rail Yards between Brandon Ave and Arnold Avenue. The procurement will be turn key and will include all necessary equipment and fixtures for a fully functional parking and servicing garage

at the completion of the Contract. The garage is expected to be approximately 110,000 sq. ft. in size.

- D4.3 Transit has received Council approval to proceed with the procurement of a Transit Bus Parking and Servicing Garage. This project will be delivered through a Design-Build process.

D5. PROJECT SCOPE

- D5.1 The City is seeking to contract with an Owner Advocate/Project Manager (OAPM) to oversee all aspects of the development, design and construction of a Transit Bus Parking and Servicing Garage. The OAPM shall be the project management firm's Project Manager responsible for the delivery of services to the project. The OAPM, and not subordinate staff, shall at all times be directly responsible for the management of the project. The OAPM shall be responsible for attending and chairing meetings of the project team for the duration of the project. The OAPM will manage the project using generally adopted project management methodologies and skills in accordance with City of Winnipeg Standards. The OAPM shall not be replaced without the prior written consent of the City of Winnipeg.

- D5.2 Project Management is the comprehensive management and control of all aspects of the project through all phases of its life to achieve prescribed objectives defined in terms of schedule, aesthetics, functionality, initial cost, life cycle cost, quality and efficient and effective operations. Through the application of appropriate management techniques, the OAPM will direct and coordinate efforts of the project team to achieve the objectives of the project to meet the City's requirements.

- D5.3 In general, the OAPM shall provide project management services for all stages from pre-construction to post construction services in accordance with, but not limited to, the following:

(a) General services:

- (i) Establish protocol for all communication issues throughout the Project.
- (ii) Prepare Project policies and procedures to be distributed to all team members.
- (iii) Develop a Project schedule identifying Project activities, milestones, responsibility, time lines for each and links to other project activities and deliverables.
- (iv) Establish appropriate levels of review and approvals for all Project deliverables.
- (v) Guide the Project team in the identification of risks and, where appropriate, contingency plans.
- (vi) Ensure Project team members, including the Contract Administrator, understand the established project methodology and gain commitment from all team members on activities and deliverables identified in the plan.
- (vii) Structure the Project into manageable sub-entities.
- (viii) Chair regular Project meetings and provide minutes.
- (ix) Arrange and coordinate the procurement, expediting and quality control of all required materials, equipment and services supplied by the City.
- (x) Resolve Project disputes in a timely manner;
- (xi) Provide follow-up contact information and warranties for the City.

(b) Preconstruction Services:

- (i) Prepare a design criteria package used to furnish sufficient information to permit Design Build Proponents to prepare responses to the Request for Proposal. The design criteria package will include performance based and prescribed criteria for the construction project, including legal description of the site, survey information concerning the site, environmental impact study, geotechnical survey, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, costs or budget estimate, design and construction schedules, site development requirements, provisions for utilities, and parking requirements.

Note: The OAPM will ensure that the Transit Bus Parking and Servicing Garage meets the City's established targets. The design criteria are only intended to depict the overall intent of the project in terms of general design concept, the volume of the building, major architectural elements, the required performance of civil, structural, mechanical, plumbing, fire protection, electrical and other systems. Documents are preliminary in nature and are not intended to indicate or describe the scope of work required for the full performance and completion of the project.

The Design-Builder and its consultants are intended to be the architects/engineers of record and as such are responsible for complying with all code regulations, government requirements and industry standards and shall be responsible for the proper execution, completion and turnover of the work.

- (ii) Prepare and issue a Request for Qualification for Design Builders through the City of Winnipeg Materials Management Division.
 - (iii) Coordinate the evaluation, make recommendations and assist with the selection of a short list of proponents to participate in the Request for Proposal stage of the selection of the Design Builder.
 - (iv) Prepare and issue a Request for Proposal for short listed Design Build proponents using a two stage submission process through the City of Winnipeg Materials Management Division.
 - (v) Review and make recommendations on requests for equals/alternatives.
 - (vi) Prepare Addenda to Bid Opportunity Documents.
 - (vii) Hold pre-bid meetings and site tours as required.
 - (viii) Coordinate proposal evaluations; consult on the proposals at both stages, make recommendations and assist with the selection of the successful Design Build proponent, assist in contract negotiations.
 - (ix) Confirm Project Schedule.
- (c) Construction Services:
- (i) Manage construction implementation for conformity with project requirements including detailed scheduling and coordination, management of inspection, administration of construction changes, approvals of progress claims, completion certificates, management of deficiency and warranty work, commissioning, operating manuals and record documentation.
 - (ii) Participate in and ensure the Design Builder provides acceptable public consultation sessions with area residents at conceptual and final design stages to allow input into the early stages of the design and to provide information on the final design.
 - (iii) Review the design and ensure conformity with the project requirements and budget and administer design changes.
 - (iv) Participate in value engineering review, suggest alternatives, evaluate them and assist the City in decisions on alternatives to best meet the project requirements and budget.
 - (v) Identify to the Contract Administrator the impact (time, quality, cost) of proposed changes, so that the Contract Administrator may make well-informed decisions whether or not to proceed with the proposed changes.
 - (vi) Continuously review and assess the status of the actual cost, projected costs to complete, and schedule.
 - (vii) Prepare regular financial reports identifying expenditures and cost projections to completion.
 - (viii) Prepare and review Proposed Change Notices and Change Orders
 - (ix) Review contractor pricing and prepare Change Orders
 - (x) Ensure the Design Builder is meeting zoning, legal, permit, geotechnical, environmental requirements at all stages of the project.

- (xi) Construction inspection and review
- (xii) Progress reports / evaluation
- (xiii) Process Certificates for Payment
- (xiv) Interpretation of Contract documents
- (xv) Review of shop drawings product data / samples
- (xvi) Structural Inspection / Reports
- (xvii) Mechanical Inspection / Reports
- (xviii) Electrical Inspection/Reports
- (xix) Civil Inspection / Reports
- (xx) Landscape Construction Inspection / Reports
- (xxi) Data / Communication Inspection / Reports
- (xxii) Security Systems Inspection / Reports
- (xxiii) Review commissioning issues with Commissioning Agent(s)
- (xxiv) Monitor and report on the progress of construction activities in relation to established schedules.
- (xxv) Monitor compliance with the Building Code, Health and Safety and other regulations.
- (xxvi) Ensure the Design Builder has obtained all required final approvals and inspections, including procurement of an Occupancy Permit.
- (xxvii) Assemble and review all necessary Project close out information: statutory declarations, warranties, as-built drawings, manuals etc. Resolve deficiencies.
- (xxviii) Substantial Performance Report and Certification.

(d) Post Construction Services

- (i) Project Inspection
- (ii) Deficiency Assessment
- (iii) Instructions for Correction of Deficiencies
- (iv) Review of Warranties
- (v) Total Performance Inspection and Certification
- (vi) Start-up Assistance
- (vii) Warranty Inspections
- (viii) Building Analysis and Reports
- (ix) Systems Performance Review
- (x) Review quality and completeness of Operation and Maintenance Manuals and resolve deficiencies.
- (xi) Advise on timing of final payment and release of holdback monies.
- (xii) Final inspection and acceptance.
- (xiii) Assist with identifying and addressing building and bus servicing process equipment problems during the warranty period.

D5.3.1 Critical Stages for work are in accordance with D12.

D5.4 The OAPM and any Subcontractor(s) proposed under this Contract shall not be eligible to provide services under any other contracts associated with the development of the Transit Bus Parking and Servicing Garage.

D5.5 In the event of a change in the Scope of Work requirements, the City reserves the right to negotiate additional Work under this Contract with the successful Bidder.

D5.6 Notwithstanding C6.24.2, the Contractor shall not add, remove or replace any key personnel, or Subcontractor, nor change any part of the Work to be performed, without the prior approval of the Contract Administrator.

D6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D6.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- D6.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- D6.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

D7. NOTICES

- D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: (204) 949-1174

D8. INDEMNITY

- D8.1 Notwithstanding C16.1, the OAPM 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 Project Coordinator, its servants or agents or persons for whom it has assumed responsibility, including Subcontractors, in the performance or purported performance of this Contract to a maximum of the Contract Price or two million dollars, whichever is greater.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 The Contractor 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 Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
 - (c) Professional errors and omissions insurance, in an amount not less than \$2,000,000 per claim subject to a minimum \$2,000,000 aggregate. Professional errors and omissions

insurance coverage shall include an extended reporting period of not less than 24 months from Completion of the Service.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator 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 Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D11. COMMENCEMENT

D11.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D11.2 The Contractor shall not commence any Work on the Site until:

(a) the Contract Administrator has confirmed receipt and approval of:

- (i) evidence of authority to carry on business specified in D9;
- (ii) evidence of the workers compensation coverage specified in C6.14;
- (iii) evidence of the insurance specified in D10.

(b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11.3 The Contractor shall commence the Work within seven (7) Calendar Days of receipt of the notice of award.

D12. CRITICAL STAGES

D12.1 The City expects the following Critical Stages of the construction contract to be:

- (a) Parking and Servicing Garage Structure and Associated Driveways and Approaches – total completion of this phase – June 30, 2012;
- (b) Complete Installation of Servicing Process Equipment – total completion of this phase – September 30, 2012.

D13. TOTAL PERFORMANCE

D13.1 The Contractor shall achieve Total Performance of this Contract by December 31, 2012.

D13.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the evaluation of the Work of this Contract with the Contract Administrator for purposes of verifying Total Performance. Any deficiencies in the Work noted during that evaluation shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-evaluated.

D13.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

MEASUREMENT AND PAYMENT

D14. PAYMENT

D14.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D15. PAYMENT SCHEDULE

D15.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of monthly progress invoices.

WARRANTY

D16. WARRANTY

D16.1 Notwithstanding C12, Warranty is not applicable to this Contract.