



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 233-2013**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR DESIGN  
AND CONSTRUCTION OF ARCHIVAL STORAGE VAULT AND SHIPPING & RECEIVING  
AREA, CITY ARCHIVES BUILDING – 380 WILLIAM AVENUE**

**Proposals shall be submitted to:**

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

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR DESIGN AND CONSTRUCTION OF ARCHIVAL STORAGE VAULT AND SHIPPING & RECEIVING AREA, CITY ARCHIVES BUILDING – 380 WILLIAM AVENUE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 24, 2013.

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

B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

B3.1 The Project Manager or an authorized representative will conduct a Site Investigation tour of the City Archives Building located at 380 William Avenue on Friday, May 10 at 10:00 a.m.

B3.2 Attendance at the Site Investigations is strongly recommended.

B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Site Investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Project Manager in writing.

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Project Manager identified in D2.

B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), 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.

B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent 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 Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.

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

### **B5. CONFIDENTIALITY**

B5.1 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.

B5.2 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.

## **B6. ADDENDA**

B6.1 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.

B6.2 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.

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 it 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) in accordance with B8;
- (b) Fees (Section B) in accordance with B9;

B7.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
- (c) Project Understanding and Methodology (Section E) in accordance with B12; and
- (d) Project Schedule (Section F) in accordance with B13.

B7.3 Further to B7.1, 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.

B7.4 Further to B7.2, 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, to constitute a responsive Proposal.

B7.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.

B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the

requested information for evaluation and other information which illustrates the strength of their team.

B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).

B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.

B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B7.10 Proposals shall be submitted to:

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

B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B8. PROPOSAL (SECTION A)**

B8.1 The Proponent 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 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.

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 Proponent shall identify a contact person who is authorized to represent the Proponent 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 Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than its 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 "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.

**B9. FEES (SECTION B)**

B9.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.

B9.2 The Proposal shall further include separate prices for the Work identified in D7 Construction Contract Administration, for each Phase separately.

B9.2.1 These separate prices shall represent the value of Fees by which the Contract would be diminished should the bid price of Proposal(s) received to construct facilities in the Phases identified in D4.1.1 exceed the City's project funding.

B9.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B9.4 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.

B9.5 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

B9.6 Notwithstanding C10.1, 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.

B9.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

B10.1 Proposals should include:

(a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of construction and contract administration services on up to three projects of similar size and complexity.

B10.2 For each project listed in B10.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted construction cost and final construction cost;
- (d) design and construction schedule (anticipated Project schedule and actual project delivery schedule, showing design and construction separately);
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project).

B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant 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 Proponent and all Subconsultants.

**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.

B11.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of comparable size and complexity, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, 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 B11.1.1.

B11.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B10, 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 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.

B12.2 Methodology should be presented in accordance with the Scope of Services identified in D4.

B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B12.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the urban design issues;
- (c) the proposed Project construction budget;
- (d) the City's Project methodology with respect to the information provided within this RFP; and
- (e) any other issue that conveys your team's understanding of the Project requirements.

B12.5 For each person identified in B11.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

**B13. PROJECT SCHEDULE (SECTION F)**

B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B13.2 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.

## **B14. QUALIFICATION**

**B14.1** 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.

**B14.2** 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 <http://www.winnipeg.ca/matmgt/debar.stm>

**B14.3** 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.
- (f) provide proof satisfactory to the Project Manager the Security Clearances as identified in Appendix A;
- (g) Have experience performing renovations on historic structures.

**B14.4** 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.

**B14.5** 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.

## **B15. ELIGIBILITY**

**B15.1** Various organizations provided investigative services with respect to this Project. In the City's opinion, this relationship or association does not create a conflict of interest or will not likely create a perception of conflict of interest because of this full disclosure and related information. The organizations are:

- (a) Crosier Kilgour & Partners Ltd.
- (b) Cibinel Architects Ltd.



(c) Ager Little Architects Inc.

**B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the name(s) of the successful Proponent 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/>

B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent 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.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

**B17. IRREVOCABLE OFFER**

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed 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.

**B18. WITHDRAWAL OF OFFERS**

B18.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B18.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B19. INTERVIEWS**

B19.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B20. NEGOTIATIONS**

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, 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 B14: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 10%
- (f) Project Understanding and Methodology (Section E) 20%
- (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 responsible and qualified.

B21.4 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.

B21.4.1 Any Proposal with an apparent imbalance between the Fees in for Contract Administration and the other Work of the Contract may be determined to be non-responsive and rejected by the Award Authority in its sole discretion, acting reasonably.

B21.5 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.

- B21.6 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.
- B21.7 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.
- B21.8 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B21.9 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide complete responses to B7.2(a) to B7.2(d), the score of zero will be assigned to the incomplete part of the response.

## **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 responsible and 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 responsible and qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.
- B22.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.6 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.
- B22.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) 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](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:  
Brent Piniuta, P.Eng.  
Municipal Accommodations Division  
Planning, Property & Development Department  
City of Winnipeg  
Email: [bpiniuta@winnipeg.ca](mailto:bpiniuta@winnipeg.ca)  
Telephone No. 204-986-3816  
Facsimile No. 204-947-2284
- D2.2 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.
- D2.3 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.
- D2.4 Proposal Submissions must be submitted to the address in B7.10

#### **D3. BACKGROUND**

- D3.1 A significant component of the City of Winnipeg's archival collection is housed in the City Archives Building located at 380 William Avenue and is managed and maintained by City Clerk's Department – Archives and Records Control. Records on file date from 1873 and include critical core records for all amalgamating municipalities, as well as records for the Greater Winnipeg Water District, the Board of Control, municipal parks boards and the Metropolitan Corporation of Greater Winnipeg, to name a few. The collection is comprised of records in a variety of formats, including: paper documents; leather-bound record and minute books; maps; architectural plans; photographs; paintings; audio and video recordings; and artifacts. The collection has been called remarkable, both for its completeness and for the simple fact of its survival, given that the City did not have a records management program or archives in place until the 1970's.
- D3.2 The building in which this unparalleled historic collection is stored was officially opened in 1905. While some alterations have been made to facilitate record storage, a recent global preservation assessment of the facility found it substandard in all categories considered critical to the long-term preservation of archival records. Further, a structural audit undertaken in 2005 by an independent engineering firm identified structural integrity issues that resulted in an order to reduce load by removing records stored on the second floor to offsite storage.
- D3.3 Accommodation-related issues represent a significant constraint on the Archive's ability to both protect and provide access to City records. The situation is further complicated by the building's heritage status (Municipal Designation III, July 1984). Appropriate care, storage and exhibition of archival materials and the delivery of efficient service to City staff and citizens alike depends upon the resolution of these issues.

- D3.4 Interior and exterior building upgrades have been undertaken in recent years in the ongoing effort to stabilize, improve and update the facility. To date, the following projects have been completed while others are presently underway:
- (a) Foundation waterproofing, including new weeping tile drainage system c/w three sump pits and dual submersible sump pumps each. Completed – 2008
  - (b) Barrier free upgrades to public washrooms (two on main floor). Completed – 2008
  - (c) Façade repairs to limestone façade on all four faces. Completed – 2010
  - (d) Barrier free access to main entrance exterior approach. Completed – 2010
  - (e) Barrier free access and restoration of main entrance and foyer. Completed – 2011
  - (f) Roof structure and membrane replacement. Initiated; Estimated completion – summer 2013
  - (g) Property fence reconstruction. Ongoing; Estimated completion – summer 2013
- D3.5 Capital money has been allocated for improvements to the building in years 2010 through 2016. To determine the best courses of action in usage of these funds, a six year prioritized 'Facility Renewal and Redevelopment Strategy' was commissioned by way of tender and subsequently prepared in 2010 by Cibinel Architects Ltd.(refer to Appendix 'B'). Within a scope of upgrade and renovation plans the study identified, among other key components, a new climate controlled vault to house archival collections, as well as new shipping-receiving facilities.
- D3.6 In 2012, the City of Winnipeg - Planning, Property & Development Department's in-house design staff prepared a conceptualization and preliminary schematic of an exterior building addition to house a new shipping-receiving facility and integrated stair exit within the building. This design was submitted to the City of Winnipeg Board of Adjustment and a Variance was granted in September 2012 to enable construction of the proposed shipping & receiving building addition.
- D3.7 The City of Winnipeg is committed to further investment in the City Archives Building so that it will provide the best possible conditions for the storage, preservation, and use of its valuable archival collection. The central focus is to create a building with state-of-art systems and environments that adhere to the strictest conditions necessary for the long-term protection of records, while maintaining the latest standards of sustainability, quality, and dependability of its equipment and systems.

#### **D4. SCOPE OF SERVICES**

- D4.1 The City of Winnipeg is seeking a Consultant to provide the full scope of architectural and engineering Services required for the design and construction of new facilities at City Archives Building. The Subconsultants required for the various phases of the work are anticipated to include but not necessarily be limited to: Architectural, Mechanical, Electrical, Structural and Civil Engineering, Cost Consultant and other Subconsultants the Proponent deems beneficial to the project.
- D4.1.1 Provision of Services shall be associated by Phases:
- (a) Phase I - Shipping & Receiving building addition and new Exit Stair in existing building;
  - (b) Phase II - Major building renovation incorporating Climate Controlled Archival Vault and associated operational, programming and office facilities identified by D5.

#### **D5. DESIGN OF NEW FACILITIES**

- D5.1 The Consultant shall prepare a design and supporting construction documentation of new facilities identified within the City of Winnipeg Archives and Records Control 'Facility Renewal and Redevelopment Strategy' conforming to the facility Spatial Assessment (refer to 'Spatial Needs Assessment Table' - Section 2.7) and building Floor Plans (refer to 'Upgrade & Renovation Plans' – Section 3.0) within the Cibinel Architects Ltd. 2010 document.

- D5.2 Design of a new building roof is excluded from the requirements of D4.1.1 as this work has been executed under separate contract and is presently in construction.
- D5.3 The concept, schematics and supporting information identified by the 'Facility Renewal and Redevelopment Strategy Study' shall serve as the basis of design of all new facilities.
- D5.4 The 'Proposed Shipping & Receiving Area Development' drawings A1 through A4 in Appendix 'C' of this document supersede related concept, schematics and supporting information identified by the 'Facility Renewal and Redevelopment Strategy Study' and shall serve as the basis of design of the Shipping & Receiving building addition and new Exit Stair.
- D5.5 New facilities are to be fully integrated within the existing building and its operations as a whole; accordingly the design shall incorporate all necessary modification of existing building structure, partitioning, utilities, and systems as required.
- D5.6 Design of the Climate Controlled Archival Vault shall incorporate operational specifications and parameters set forth in the 'Environmental Guidelines for Museums' Article published by the Canadian Conservation Institute (refer to Appendix 'E').
- D5.7 Design of the Climate Controlled Archival Vault shall incorporate the specification of application-appropriate construction materials. Refer to 'Appropriate Archival Vault Construction Materials' – Appendix B of the 'Facility Renewal and Redevelopment Strategy'.
- D5.8 Design shall incorporate the requirements of the City of Winnipeg Universal Design Policy (refer to Appendix 'F').
- D5.9 Design should employ cost-effective 'green building' or 'green construction' materials and/or construction methods or techniques wherever practicable.
- D5.10 Phase I facilities must be completed and operational prior to the construction of Phase II infrastructure, so as to enable the removal and relocation of archival materials presently housed in City Archives Building as well as the decanting of Archives personnel to a temporary alternate work location. The Consultant shall prepare Phase I and Phase II designs concurrently from the outset of the Contract in order to achieve project completion within the time constraint that the City intends to procure the new facilities. Proposals submitted to the City must specify how a Proponent will incorporate this requirement in to the delivery of Services.
- D5.11 During the construction of Phase I facilities the City Archives Building is to remain open and operational to conduct business. The Consultant's design of Phase I facilities shall ensure this operational requirement is fulfilled. City Archives Building is to close all service and operations and be temporarily relocated during the construction of Phase II.
- D5.12 Design shall include the confirmation of existing conditions at City Archives Building including but not limited to design, construction and materials; spatial configuration, and measurements.

## **D6. CONSULTATIVE MEETINGS**

- D6.1 Design of new facilities will be developed through consultative meetings organized and chaired by the Consultant and attended by the primary stakeholders, including but not limited to: management and staff of the Archives, project management and technical staff of Municipal Accommodations Division, the Universal Design Coordinator and Historical Buildings Officer of the Urban Design Division, Planning, Property & Development Department.

## **D7. CONSTRUCTION CONTRACT ADMINISTRATION**

- D7.1 Provide comprehensive contract administration services in both Phase I and Phase II associated with execution of contract(s) for construction of new facilities, including but not limited to the following: tender document preparation, analysis of bids, recommendation of award, review and approval of progress claims, certification of payments and substantial/ total performance documents.

- D7.2 Provide ongoing field review, monitoring and reporting of construction activities to ensure all aspects of design and construction specifications and standards are maintained throughout the course of construction work.
- D7.3 Liaise with the primary stakeholders, construction contractor(s), City-appointed construction manager(s) and regulatory officials on all matters associated with construction and occupancy of the new facilities.
- D7.4 Chair construction progress meetings; record and distribute meeting minutes and associated documentation.
- D7.5 Further to C7.5, in the event that the bid price of Proposal(s) received to construct facilities in the Phases identified in D4.1.1 exceed the City's project funding, the City reserves the right to diminish the Work of the Contract by removing Services of D7 from the respective Phase by the amount indicated in the separate prices provided in accordance with B9.2.
- D7.5.1 No claim may be made for damages on the grounds on of loss of anticipated profit on Work so diminished, provided the reduction in the Contract Price does not exceed the amount indicated for removing Services of D7 in the separate prices provided in accordance with B9.2.

## **D8. COST ESTIMATING**

- D8.1 Develop and maintain project Cost Estimates for the construction of new facilities specified in D4.1. Cost Estimate refinement and margin of accuracy (specified by Cost Estimate Class) shall be representative of each project advancement stage specified in D9.2.

## **D9. PROJECT SCHEDULE**

- D9.1 Develop and maintain a master project schedule that encompasses the range of all activities associated with each Phase of the project, beginning with award of the consulting services contract through the consultative process, tender, design and construction phases, through to completion. The master project schedule will be comprised of a sub-schedule for each of Phases identified in D4.1.1 for new facilities to be designed and constructed. Identify key deadlines, milestones and relevant activities associated with all work. Provide the primary stakeholders, and other parties as required, with regular updates of the master project schedule.
- D9.2 The Services required under this Contract shall consist of the scope items specified in D4 in accordance with the following:
- (a) Pre-Design;
  - (b) Schematic Design/Program of Requirements completion;
  - (c) Design and Specification Development;
  - (d) Contract Document Preparation;
  - (e) Procurement Process;
  - (f) Construction Services; and
  - (g) Post Construction Services.

## **D10. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D10.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.
- D10.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.



- D10.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
- (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D10.4 A Consultant who violates any provision of D10 may be determined to be in breach of Contract.

## **SUBMISSIONS PRIOR TO START OF SERVICES**

### **D11. AUTHORITY TO CARRY ON BUSINESS**

- D11.1 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.

### **D12. INSURANCE**

- D12.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D12.2 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, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
    - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
    - (v) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Services. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
  - (b) 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 \$5,000,000 per claim and \$5,000,000 in the aggregate.
- D12.2.1 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.
- D12.3 The policies required in D12.2(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.
- D12.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D12.2(a).
- D12.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D12.10.
- D12.6 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.
- D12.7 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.
- D12.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D12.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D12.8.
- D12.10 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**

### **D13. COMMENCEMENT**

- D13.1.1 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.
- D13.1.2 The Consultant shall not commence any Services until:
- (b) the Project Manager has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D11;
    - (ii) evidence of the insurance specified in D12;
  - (c) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D13.2 The City intends to award this Contract by June 24, 2013.

### **D14. CRITICAL STAGES**

- D14.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

- (a) Complete design of Shipping & Receiving and Exit Stair: November 8, 2013
- (b) Issue Shipping & Receiving and Exit Stair Construction Contract to Tender: November 15, 2013
- (c) Complete design of Climate Controlled Archival Vault et al: June 2, 2014
- (d) Issue Climate Controlled Archival Vault et al Construction Contract to Tender: June 16, 2014

## Appendix 'A' SECURITY CLEARANCE

### 1. SECURITY CLEARANCE

- 1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate including a Vulnerable Sector Screening from the any of the following;
- (a) police service having jurisdiction at his/her place of residence; or  
BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ;  
or  
Core of Commissionaires, forms to be completed can be found on the website at:  
<http://www.commissionaires.mb.ca/> .
- 1.2 The following is a link to information for obtaining the Criminal Record Search certificate from the City of Winnipeg Police Service.  
[http://winnipeg.ca/police/pr/info\\_request.stm#crim\\_record\\_search](http://winnipeg.ca/police/pr/info_request.stm#crim_record_search).
- 1.2.1 The Criminal Record Search shall include a Vulnerable Sector Screening. This can be obtained by following the link below  
[http://winnipeg.ca/police/pr/info\\_request.stm#crim\\_record\\_search](http://winnipeg.ca/police/pr/info_request.stm#crim_record_search).  
Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- 1.3 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- 1.4 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- 1.5 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.
- 1.6 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- 1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

## Appendix 'B' 'FACILITY RENEWAL AND REDEVELOPMENT STRATEGY'

Refer to: 233-2013- 380 William FINAL Report 10 12 22

### NOTES AND SUPPLEMENTARY INFORMATION

1. The 'Facility Renewal and Redevelopment Strategy' was developed within the following scope parameters:

#### Current Building and Facility Review and Assessment

- Architectural review (interior and exterior)
- Structural review – any supplemental review required in conjunction with Crozier Kilgour Consultant Report.
- Mechanical systems review (plumbing, HVAC, fire suppression)
- Electrical review (main, branch, lighting, receptacles, data, telephone, fire alarm)
- Current building code compliance
- Existing building space types and attributes review and assessment (i.e. archival storage space, office space, visitor support space, employee work space, operation and maintenance space, etc.).
- All reviews will include analysis, proposed alterations, costing and recommendations for renewal and/or redevelopment, within a heritage conservation context.

#### Up Grade and Renovation Plan(s) (UGRP)

- UGRP(s) with associated cost estimates and alternatives. UGRP(s) should be developed from an inclusive, holistic, integrated or whole building design approach. Office space, archival and preservation work space, and permanent storage space for archival materials must be accommodated. Important design criteria and objectives for 380 William Avenue are:
  - protection of archival materials is a principal design driver
  - storage of archival materials to maximize efficiency, utilize building cubic space
  - provision for expansion – vertically, horizontally
  - flexibility for change of mission, new materials to be stored, and emerging technologies
  - building must accommodate the loads of materials to be stored
  - fire protection for archival materials
  - compartmentalization of storage areas to limit involved area of catastrophic loss in case of fire or system failure
  - temperature and humidity requirements that might vary for different types of archival materials
  - approved archival finishes and materials, i.e. shelving, cabinets, mobile storage, floor coatings, etc.
  - functional efficiency, safety, security, and comfort of staff and visitor occupants
  - day lighting for employee amenity, but not that would harm archival materials
  - sensitive indoor environmental conditions
  - controlled access to archival storage areas
  - secure and safe loading and receiving areas
  - secure and controlled public/researcher access
  - technical connectivity – identify all necessary technological systems – consider improving Information Technology (IT) infrastructure and future flexibility
  - sustainable building design

The above list represents some issues that were to taken into consideration within the Study, and in no way was meant as an all-inclusive list of factors that need to be considered in the design of the new facilities.

2. The recommendation of a new building roof identified in Section 3.0 'Upgrade & Renovation Plans' was subsequently addressed by the City by way of tender of a design contract awarded to and executed by Agar-Little Architects Inc. (refer to Appendix 'D'). A construction contract was recently awarded in Bid Opportunity No. 836-2012 to Gardon Construction Ltd. and construction of a new roof is presently underway. Accordingly the provision for design of a new building roof is not included within the Scope of Services of this Contract.

## Appendix 'C' PROPOSED SHIPPING & RECEIVING AREA DEVELOPMENT

### NOTES AND SUPPLEMENTARY INFORMATION

1. The Proposed Shipping & Receiving Area Development plans were prepared within the following scope parameters:
  - Develop the new area as a building addition to address limited existing space within the building
  - Develop the building addition within the area of the existing Shipping & Receiving facilities
  - Provide for loading, unloading and handling of archival materials by a range of vehicle types from pick-up trucks to 5-ton commercial trucks
  - Site access is restricted to the north entrance of the parking lot. The south entrance is outside the property limit and is not to be used in City Archives Building operations.
  - The design must incorporate a new building Exit Stair for the purpose of the Shipping & Receiving area and other operational requirements of the building, both present and future.
2. This preliminary design incorporates changes to the outward appearance of the existing building deemed necessary to undertake the project. These changes to the existing building, coupled with the proposed appearance of the new building addition, have been accepted by the Historical Buildings Officer insofar as to the protection of the building by granted by Heritage status.
3. A Zoning By-Law Regulation Variance was granted by the City of Winnipeg in 2012 to allow the proposed building addition to be constructed in close proximity to the south property limit which is located immediately adjacent the south building wall.

For reference see:

233-2013\_Drawing\_A1.pdf  
233-2013\_Drawing\_A2.pdf  
233-2013\_Drawing\_A3.pdf  
233-2013\_Drawing\_A4.pdf

## **Appendix 'D' ROOF REPLACEMENT FOR CARNEGIE BUILDING- CONSTRUCTION DRAWINGS**

233-2013\_Drawing\_Cover\_Page-R1.pdf

233-2013\_Drawing\_A1.0-R1.pdf

233-2013\_Drawing\_M1.1-R0.pdf

233-2013\_Drawing\_S-1-R1.pdf

233-2013\_Drawing\_S-2-R1.pdf

233-2013\_Drawing\_S-3-R1.pdf

## **Appendix 'E' ENVIRONMENTAL GUIDELINES FOR MUSEUMS**

The 'Environmental Guidelines for Museums' Article is posted on the Government of Canada - Canadian Conservation Institute webpage:

<http://www.cci-icc.gc.ca/caringfor-prendresoindes/articles/enviro/index-eng.aspx>



## **Appendix 'F' UNIVERSAL DESIGN POLICY**

The City of Winnipeg Universal Design Policy is posted on the City of Winnipeg, Planning, Property & Development Department - Universal Design webpage:

[http://winnipeg.ca/ppd/Universal\\_Design.stm](http://winnipeg.ca/ppd/Universal_Design.stm)

City of Winnipeg Universal Design Policy document - direct link:

[http://winnipeg.ca/ppd/planning/pdf\\_folder/EPC\\_UnivDesign.pdf](http://winnipeg.ca/ppd/planning/pdf_folder/EPC_UnivDesign.pdf)