



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 789-2013

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES AND
CONTRACT ADMINISTRATION FOR VENTILATION SYSTEM REDESIGN AT WINNIPEG
TRANSIT**

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 AND CONTRACT ADMINISTRATION FOR VENTILATION SYSTEM REDESIGN AT WINNIPEG TRANSIT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 10, 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 facilities located at 421 Osborne St. on October 1, 2013 at 9:30 AM

B3.2 Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Proponents attend.

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 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.

B4.7 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) Management Proposal (Section C) in accordance with B10;
 - (b) Technical Proposal (Section D), in accordance with B11;
 - (c) Project Schedule (Section E) in accordance with B12;
- 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 four (4) 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 B19.1(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 D5 Project Planning and Preliminary Design and D6 Natural Gas and Propane Study.

B9.2 Commencing prior to the completion of Project Planning and Preliminary Design, fees for D7 Detailed Design, D8 Contract Administration, and D9 Post Construction Services may be negotiated with the successful proponent at key stages.

B9.3 Adjustments to Fees will only be considered based on increases or decreases 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 Fees shall include an allowance of up to 8% for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs included in B9.4. No other disbursements will be permitted.

B9.6 The Fees shall include an allowance for other project costs for subconsultants and/or services such as materials testing, geotechnical sampling and analyses, and/or Underground Structures drawing acquisitions.

B9.6.1 Further to B9.6, the Proposal should include a description of the assumed other project costs.

B9.7 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.

B9.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. MANAGEMENT PROPOSAL (SECTION C)

B10.1 Experience of Proponent and Subconsultant firms:

- (a) Proposals should describe the Proponent's and Subconsultant's experience, including:
 - (i) 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;
 - (ii) details demonstrating the history and experience of the Proponent and Subconsultants in providing; planning, design, management of construction and contract administration services on projects of similar complexity, scope and value;
 - (iii) details demonstrating the Proponent's and Subconsultant(s)' experience relating to the Scope of Services identified for this project.

B10.2 Experience and qualifications of key personnel assigned to the Project:

- (a) Proposals should include, in tabular form:
 - (i) Names of key personnel assigned to all phases of the Project, who shall not be substituted without written permission from the Project Manager;

- (ii) The experience and qualifications of the key personnel assigned to the Project including:
 - Job Title;
 - Educational background and degrees;
 - Professional affiliation;
 - Years of experience on projects administered for the City of Winnipeg;
 - Years of experience in current position; and
 - Years of experience in design and construction administration.
- (b) Roles of each of the key personnel in the Project should be identified in an organizational chart;
- (c) For each person identified, list the percentage of their time to be dedicated to the Project.
- (d) Proposals should include, for each person identified in B10.2(a)(i), a list of at least two projects comparable in complexity, scope and value; in which the person listed did comparable work and played a comparable role. Provide the following:
 - (i) Description of the project;
 - (ii) Role of the person;
 - (iii) Project owner;
 - (i) Further to B10.2(d), and upon request of the Project Manager, the Proponent must be able to provide, for each person identified in B10.2(a)(i), two current references, including telephone numbers for each project listed.

B10.3 Proponent's project management approach:

- (a) Proposals should include a methodology describing the Proponent'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 the project:
 - (i) Describe the job function for each person and group of people so identified;
 - (ii) For Project Planning and Preliminary Design and Natural Gas and Propane Study, provide time estimates by work activity and in total, including hourly rates for each person identified in B10.2(a)(i). For the other Services, provide hourly rates for each person identified in B10.2(a)(i).

B10.4 A sample spreadsheet is included in Appendix A to assist in providing information requested in the Management Proposal (Section C).

B11. TECHNICAL PROPOSAL (SECTION D)

B11.1 Proposals should address the technical deliverables and associated task requirements required by the Scope of Services. It should clearly identify and explain work activities and identify all assumptions and interpretations.

B11.2 Specifically, Proposals should describe:

- (a) The Proponent's practical understanding of the Project, specifically;
 - (i) The team's understanding of the broad functional and technical requirements;
 - (ii) The team's understanding of the urban design issues;
- (b) The Proponent's technical approach and methodology to complete the services;
- (c) The collaborative process/method to be used by the key design professionals of the team in the various design phases of the Project;
- (d) Any innovation to be used to perform the Scope of Services identified;
- (e) All activities and services to be provided by the City;
- (f) The deliverable(s) of the project;

(g) Any assumptions made with respect to the deliverables and the Scope of Services.

B11.3 Methodology should be presented in accordance with the Scope of Services identified in D4.

B11.4 Details of the Scope of Services are provided in D4 to D8.

B12. PROJECT SCHEDULE (SECTION E)

B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B13. QUALIFICATION

B13.1 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.

B13.2 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>

B13.3 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.

B13.4 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.

B13.5 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.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B14.1 Proposals will not be opened publicly.

B14.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder 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 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.

B14.4 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.

B15. IRREVOCABLE OFFER

B15.1 The Proposal(s) submitted by the Proponent 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 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.

B16. WITHDRAWAL OF OFFERS

B16.1 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.

B16.1.1 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.

B16.1.2 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.

B16.1.3 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 B16.1.3(b), declare the Proposal withdrawn.

B16.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B15.2 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.

B17. INTERVIEWS

B17.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B18. NEGOTIATIONS

B18.1 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.

B18.2 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.

B18.3 If, in the course of negotiations pursuant to B18.2 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.

B19. EVALUATION OF PROPOSALS

B19.1 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 B13: (pass/fail)
- (c) Project Planning and Preliminary Design and Natural Gas and Propane Study Fees; (Section B) 40%
- (d) Management Proposal; (Section C) 25%
- (e) Technical Proposal; (Section D) 25%
- (f) Project Schedule. (Section E) 10%

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 Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B19.4 Further to B19.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.

B19.5 Further to B19.1(d), the Management Proposal will be evaluated considering the experience of the Proponent's organization (firm) on projects of similar scope, complexity and value; the experience and qualifications of the key personnel and Subconsultant personnel on projects of comparable scope, complexity and value, as well as the Proponent's project management approach and team organization, as other information requested.

B19.6 Further to B19.1(e), the Technical Proposal will be evaluated considering the Proponent's demonstrated understanding of the Project's technical and functional requirements.

B19.7 Further to B19.1(f), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.

B19.8 Notwithstanding B19.1(d) to B19.1(f), where Proponents fail to provide a response to B7.2(a) to B7.2(c), the score of zero may be assigned to the incomplete part of the response.

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 Proponent, even though one or all of the Proponents 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 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.

B20.3 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.

B20.4 The City may, at its discretion, award the Contract in phases.

B20.5 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.

B20.5.1 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.

B20.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).

B20.7 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.

B20.8 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.
- 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:

Adolfo Laufer, P.Eng, PMP

Email: alaufer@winnipeg.ca

Telephone No. 204 986-2380

Facsimile No. 204 453-7385

D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D2.3 Proposal Submissions must be submitted to the address in B7.10

D3. BACKGROUND

D3.1 The Fort Rouge Transit Base at 421 Osborne Street includes two major buildings that total approximately 480,000 sq. ft. in area. The base was constructed in two phases with approximately 400,000 sq. ft. of buildings completed in 1969 and 80,000 sq. ft. completed in 1978.

Both buildings are connected through an underground tunnel.

The ventilation system consists of make up air units, cooling towers, air conditioning units, infrared heaters and exhaust fans distributed in the two buildings.

There are also several process equipment, that even when they are not part of the ventilation system, affect the air balance. There are fans for overhead bus exhaust in the repair garage, interior exhaust in the tire and machine shop, interior bus vacuum cleaners in the wash bay among others.

A propane tank along with its infrastructure was installed when the facility was built with the intention of being used as a back-up supply in case of a main firm gas shut down. In 1984, an uninterruptable gas line and meter was added. It supplies some equipment at the wash rack in Building B. Both gas meters are currently located inside the mechanical room in Building B.

The City uses Metasys Johnson Control to monitor and control MUAs, exhaust fans and HVAC systems.

Some of the issues that are currently affecting the Ventilation system are:

- Obsolescence of equipment
- Air balance
- Air quality
- Energy inefficient systems
- Manitoba Hydro requirement to move the meters outside the building

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of:

- (a) Project Planning and Preliminary Design as outlined in D5
- (b) Natural Gas and Propane study as outlined in D6;
- (c) For each Phase specified in D5, the following services will be required:
 - (i) Detail Design as outlined in D7;
 - (ii) Contract Administration services as outlined in D8; and
 - (iii) Post Construction Services as outlined in D9

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.

D4.2 The following are applicable to the Work. **These drawings should be used as reference only.** Most of them are original with the building and do not show any upgrades:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
789-2013_Drawing_2185-601-R2	Heating and Ventilating - Plan and Schedules
789-2013_Drawing_2185-602-R0	Heating and Ventilating - Plan
789-2013_Drawing_2185-603-R3	Heating and Ventilating - Plan and Details
789-2013_Drawing_2185-604-R3	Heating and Ventilating - Plan and Details
789-2013_Drawing_2185-605-R2	Heating and Ventilating - Details
789-2013_Drawing_2185-606-R0	Heating and Ventilating - Details
789-2013_Drawing_2185-607-R2	Heating and Ventilating - Details
789-2013_Drawing_2185-608-R0	Heating and Ventilating - Details
789-2013_Drawing_2185-609-R0	Heating, Ventilating and Air Conditioning- Plan
789-2013_Drawing_2185-610-R0	Heating, Ventilating and Air Conditioning - Details
789-2013_Drawing_2185-611-R0	Mechanical Equipment – Layout, Details and Schedules
789-2013_Drawing_2185-612-R0	Mechanical Equipment – Layout and Details
789-2013_Drawing_2185-613-R0	Heating and Air Conditioning – Schematic Hot and Chilled Water Piping Diagram
789-2013_Drawing_2185-614-R0	Heating and Ventilating – Control Diagrams
789-2013_Drawing_2185-615-R0	Heating, Ventilating and Air Conditioning – Control Diagrams
789-2013_Drawing_2185-616-R5	Heating and Ventilating – Schematic Gas Piping
789-2013_Drawing_2185-651-R1	Bulk Propane Storage Facilities
789-2013_Drawing_83075-M-1-R0	Key Plan of Service Bay and Ground Floor Part Plan – Heating and Ventilation
789-2013_Drawing_83075-M-2-R0	Schematic and Section
789-2013_Drawing_52371-L-E-1-R0	Electrical Layout and Details

D5. PROJECT PLANNING AND PRELIMINARY DESIGN

D5.1 Preliminary Design Services shall include but not limited to:

- (a) Confirming the scope of work required using professional engineering judgement

- (b) Prepare a schedule of goals, objectives and activities (Project Schedule) for the entire project, broken down to an acceptable, measurable level and provide comprehensive management of the project. Monitor and maintain the same in a manner acceptable to the City;
- (c) Review and incorporate regulatory requirements into the project plan and schedule. Obtain approvals from appropriate regulatory agencies as necessary;
- (d) Collect relevant information from all utilities, as well as review record drawings, reports and other information that will be provided by Winnipeg Transit and the City;
- (e) Conduct site explorations, measurements, investigations and surveys needed as may be mutually agreed to by Winnipeg Transit and the City;
- (f) Create a master schematic showing the recommended ventilation redesign.
- (g) Indicate location, functionality and size of the new suggested units;
- (h) Indicate modification to existing units or its mode of operation, if required;
- (i) Indicate number of construction phases to implement the complete project and scope of work of each phase;
- (j) Take under consideration: gas supply, air balance, air quality and proper working environment;
- (k) Accommodate Winnipeg Transit's plan to build an addition to Building A of about 55,000 sq ft. extending the repair track. The design must show if the gas supply will come from the existing line or from a new one with a new meter; and,
- (l) Accommodate the four Paint Booth ventilation systems that are being developed under a different project. These paint booths are excluded from this project, but the paint shop is included.

D6. NATURAL GAS AND PROPANE STUDY

D6.1 The Natural Gas and Propane Study shall include but not limited to:

- (a) Confirming the scope of work required using professional engineering judgement
- (b) Obtain approvals from appropriate regulatory agencies as necessary;
- (c) Collect relevant information from all utilities, as well as review record drawings, reports and other information that will be provided by Winnipeg Transit and the City;
- (d) Conduct site explorations, measurements, investigations and surveys needed as may be mutually agreed to by Winnipeg Transit and the City;
- (e) Use the Project Planning and Preliminary Design as developed according to D5 as an input;
- (f) Include the analysis of estimated consumption and requirement of all the equipment as specified in D5 as well as all the areas out of scope of this project and future additions;
- (g) Accommodate new units to be specified either dual fuel (if propane tank remains) or natural gas only; and,
- (h) Provide technical and economic analysis and recommendation in regards to:
 - (i) maintaining or not the propane tank and its infrastructure;
 - (ii) unifying the Hydro account in only one uninterrupted supply;
 - (iii) increasing the size of the gas line in order to meet future requirements; and,
 - (iv) if required, specifying a new gas supply and meter for the expansion of Building A of about 55,000 sq ft. extending the repair track

D7. DETAIL DESIGN

D7.1 Designs submitted for review must:

- (a) Be sealed by a Professional Engineer, registered in the Province of Manitoba;

D7.2 The Detail Design must be prepared for each phase as established in D5

D7.3 The Detail Design Services shall include but not limited to:

- (a) Planning the construction contract activities and determining whether multiple construction contracts are warranted;
- (b) Provide detailed design information to the Third Party Contract Administrator engaged by the City where required;
- (c) Allow sufficient time for review by the City's Project Manager and additional personnel;
- (d) Preparation and submission of detailed engineering calculations, drawings, and design criteria used in the design in a timely manner for review to secure acceptance by the City;
- (e) Submission of detailed monthly cost statements and projections for engineering services or any other items in a manner acceptable to the City. Incorporate the same into the Project Budget. Monitor and maintain the Project Schedule in a manner acceptable to the City;
- (f) Provision of current reports on the project status advising of progress, schedule, project costs, Change in Works and Change in Services;
- (g) Preparation of bid opportunity package(s);
- (h) Any and all associated ancillary services required to successfully complete the Detailed Design, up to the point where construction contracts are awarded, to the satisfaction of the City of Winnipeg.
- (i) Take into consideration that the City intends to tender during 5 (five) consecutive years, starting in 2014.

The City will have no obligation to award a portion of the Contract in a specific year if the prices exceed the available City funds for the Services or if the scope of the work affects any other higher priority project;

- (j) Assume that the first phase will start at the wash rack in Building B, and will also include the replacement of the cyclone vacuum cleaners with more efficient units;
- (k) Assume that subsequent phases will be at the storage tracks in Building B, paying special attention to the air quality following the most updated Province of Manitoba regulations;
- (l) Assume that the remaining phases will be in Building A and "G" section;
- (m) Specify that all new units must be roof mounted, unless approved by Winnipeg Transit;
- (n) Include mechanical engineering design, including air ducting, gas piping, fire dampers, gas pipelines study and all related components to the new equipment as well as removal of the unused and obsolete components;
- (o) Include electrical engineering design, including panels, breakers, starters and all related components to provide required power to the new or modified equipment;
- (p) Include design and Specification of Installation of the required Johnson Controls equipment to monitor the status of the new units as per City standards;
- (q) Include structural engineering design to any building modifications required to accommodate the new units; and,
- (r) include removal of all unused or obsolete components when the project is completed.

D7.4 Structural Engineering

Design will be required for the following components:

- (a) analysis and reinforcing of roof if required to support the installation of the specified equipment;
- (b) removing of all unused parts after new installation is completed;
- (c) use drawings specified in D4.2 as reference only as they do not reflect the current condition of the building;

- (d) miscellaneous paraphernalia such as equipment hoists and cranes, hatches and ladders; and,
- (e) all building code requirements to be satisfied.

D7.5 Mechanical Engineering

Design will be required for the following components:

- (a) Design, Specification and Installation of all new equipment, included but not limited to MUA units, fans, air curtains, HVAC and infrared heaters;
- (b) Modification of mode of operation of existing equipment if required;
- (c) If the Natural Gas and Propane study concludes that Winnipeg Transit will keep the Propane tanks, then the new MUA unit must support both natural gas and propane;
- (d) Use drawings specified in D4.2 as reference only as they do not reflect the current condition of the building;
- (e) Installation of new air ducting, gas piping if required, and all related components. Any existing air ducts and piping no longer in use to be removed; and,
- (f) All building and mechanical code requirements to be satisfied.

D7.6 Electrical Engineering

Design will be required for the following components:

- (a) Electrical power distribution to the new units according to the proposed specification;
- (b) Electrical power distribution to the modified equipment if required;
- (c) Add electrical instrumentation components to monitor the MUA units through Johnson Controls' Metasys;
- (d) Provide all conduits, cables and switches required for proper installation and operation of new equipment. Any existing conduits, cables, switches, junction boxes and all related components no longer in use to be removed;
- (e) Use drawings specified in D4.2 as reference only as they do not reflect the current condition of the building;
- (f) Provide P&ID diagrams and electrical schematics of the new system and associated controls; and,
- (g) All electrical code requirements to be satisfied.

D7.7 Bid Opportunities documents must be prepared and shall:

- (a) Use the latest applicable template from the Materials Management Division;
- (b) Include all required technical specifications complete with Form B: Unit Prices, to be included with the Bid Opportunity documents and construction drawings package;
- (c) Include a pre-tender estimate that must be provided to the Department's contact person for review at least fifteen (15) calendar days prior to tendering. The project shall not be tendered without this review;
- (d) Include review and approval of shop drawings submitted by the Contractor and/or Supplier(s);
- (e) Include digital files of the construction drawings shall be provided to the Department's contact person when the work is tendered;
- (f) Include the provision of appropriate response to bidders and advice to the Department during the period of tender call and, subject to acceptance by the Department, issuing addenda to the Bid Opportunity documents;
- (g) Include review of Bid submissions for completeness and prepare Bid submission tabulation;

- (h) If required, arrange for a pre-award meeting(s) with the Department and the lowest qualified Bidder for which the purpose is:
 - (i) To establish that the Contractor has received all addenda;
 - (ii) To ascertain that the Contractor understands the scope of work in the Bid Opportunity;
 - (iii) To determine that the Contractor is capable of meeting the obligations of the detailed in the Bid Opportunity;
 - (iv) To secure advisement by the Contractor of intended methods, materials, stages, timelines or sequences of the Contract that are of interest to the Department; and,
 - (v) To afford the opportunity for each participant to fulfil the obligation of disclosing any known obstacle(s) to the conduct of the Contract, or of any expectation of significant revision thereof, if known at that time.
- (i) Include the preparation of a report containing recommendation regarding award of contract and identifying reasons thereof, including identifying and explaining any variations in cost from the original engineer's estimate to the submitted Contract cost; and,
- (j) Provide the Contractor with assistance in obtaining any required permits necessary for the commencement of construction.

D8. CONTRACT ADMINISTRATION

D8.1 Engineering Services for Contract Administrator can be divided in Non-Resident and Resident Contract Administration services. It shall be provided for each Bid Opportunity issued under this Contract

D8.1.1 Non-Resident Services

- (a) Personnel with demonstrated experience in the design and contract administration of the Structural, MUA, electrical and mechanical components the Works are to be assigned to this project;
- (b) Consultation with and advice to the Department during the course of construction;
- (c) Coordinate and conduct a pre-construction meeting with all other relevant parties in attendance and provide minutes of meeting to all in attendance and those to be copied;
- (d) Review and acceptance of shop drawings and manufacturers' drawings supplied by the Contactor or supplier to ensure that the shop drawings are in conformance to the contract Drawings and Specifications, without relieving the Contractor of his contractual and legal obligations in respect thereof.;
- (e) Acceptance of alternate materials and methods, subject to prior acceptance by the City without relieving the Contractor of his contractual and legal obligations in respect thereof;
- (f) Provide a detailed monthly "Cost to Complete" report. This report is to include the actual costs to date, plus projected costs to complete the project including allowances for any unforeseen cost with explanation and justification. The report shall identify any expected budget overruns or surpluses; and,
- (g) Furnish copies to the Department of all significant correspondence relating directly or indirectly to the project by parties external to the Consultant's Contract Administrator.

D8.1.2 Resident Services

- (a) Personnel with demonstrated experience in the design and contract administration of the Structural, MUA, electrical and mechanical components the Works are to be assigned to this project;
- (b) Ensure that Quality Assurance/Quality Control (Qa/Qc) is undertaken to Codes requirements and City standards;
- (c) Arrange for regular job meetings at the worksite throughout the duration of the contract work. The meetings are to be attended by the Contract Administrator or his/her designate, the Contractor and the City's contact person;

- (d) Minutes of all site meetings shall be recorded and distributed to all in attendance and the copy list;
- (e) Without relieving the Contractor of his contractual and legal obligations in respect thereof, conduct detailed inspection of construction sufficient to ensure that the Work carried out by the Contractor is in conformance with the Drawings and Specifications;
- (f) Co-ordination and staging of other works by third parties on the site including, but not limited to, Hydro, Gas, Communications and other City forces;
- (g) Reports are to be promptly made the City's contact person regarding unusual or changed site conditions which may or will result in extra work to the project;
- (h) All extra work to the project must be reviewed and approved by the City's contact person prior to approval being given to the Contractor to undertake the Work; and,
- (i) Keep a continuous and accurate record of working days and days lost due to inclement weather or other unforeseen circumstances during the course of construction.

D9. POST CONSTRUCTION SERVICES

D9.1 Post Construction Services shall include but not be limited to:

- (a) Preparation of one of each of the following for every construction contract administered under the Project:
 - (i) Certificate of Substantial Performance;
 - (ii) Certificate of Total Performance; and
 - (iii) Certificate of Acceptance.
- (b) Commissioning of plant and the preparation of operating manuals as appropriate
- (c) Provision of inspecting services during the warranty period of the construction contract
- (d) Additional contract Administration for maintenance (pay) items within the warranty period of the construction contract;
- (e) Resolution of deficiencies and/or outstanding warranty issues;
- (f) Submission of a final construction report and record drawings within two (2) months of Substantial Performance of each construction contract
 - (i) Record drawings are to include all construction details and materials of the competed works, including the following:
 - ◆ All construction details
 - ◆ Complete materials list for each individual component installed
 - ◆ Date of installation of Works (Substantial Performance)
 - ◆ Installation Contractor; and,
 - (ii) The reviewed record drawings will be returned with comments (if any) for completion. Once all revisions have been made, submit one (1) complete set of full size drawing for the Works, complete with the preliminary prints with comments, and the digital file for each as-constructed drawing.

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, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$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 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.
- D13.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D11;
 - (ii) evidence of the insurance specified in D12;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D13.3 The City intends to award this Contract by October 25, 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) Overall Master Design and Schematics Plan submitted by January 15, 2014
 - (b) Natural Gas and Propane Study submitted by January 15, 2014
 - (c) First Phase Bid Opportunity submitted by March 7, 2014
 - (d) First Phase Construction completed by August 30, 2014

APPENDIX A – SAMPLE SPREADSHEET

Person-Hours & Engineering Fees

Phase and Task Description	Role/ Project Role:																			Total Person-Hours	Total Fees	
	Name:																					
	Hourly Rate:																					
1. Project Planning and Preliminary Design																						
-																						
-																						
-																						
-																						
-																						
Subtotal - Project Planning and Preliminary Design Services																						
2. Natural Gas and Propane Study																						
-																						
-																						
-																						
-																						
-																						
Subtotal - Natural Gas and Propane Study																						
Total Man-Hours																						
Cost of Engineering Services																						
3. Detailed Design (per phase)																						
-																						
-																						
-																						
-																						
-																						
4. Contract Administration (per phase)																						
-																						
-																						
-																						
-																						
5. Post Construction Services (per phase)																						
-																						
-																						
-																						
-																						
-																						

