



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 1158-2015

**REQUEST FOR PROPOSAL FOR AN OWNER ADVOCATE/PROJECT MANAGER FOR A
TRANSIT BUS MAINTENANCE AND REPAIR GARAGE EXPANSION DESIGN – BUILD
PROJECT**

Proposals shall be submitted to:

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

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
------------------	---

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Bidders Conference	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Proposal Submission	2
B8. Proposal (Section A)	3
B9. Fees (Section B)	4
B10. Experience of Proponent and Subconsultants (Section C)	4
B11. Experience of Key Personnel Assigned to the Project (Section D)	5
B12. Project Understanding and Methodology (Section E)	5
B13. Project Schedule (Section F)	6
B14. Disclosure	6
B15. Qualification	6
B16. Opening of Proposals and Release of Information	7
B17. Irrevocable Offer	7
B18. Withdrawal of Offers	8
B19. Interviews	8
B20. Negotiations	8
B21. Evaluation of Proposals	8
B22. Award of Contract	9

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Project Manager	1
D3. Background	1
D4. Scope of Services	2
D5. Definitions	5
D6. Ownership of Information, Confidentiality and Non Disclosure	5

Submissions Prior to Start of Services

D7. Authority to Carry on Business	6
D8. Insurance	6

Schedule of Services

D9. Commencement	7
D10. Critical Stages	7

APPENDIX A –

Site Drawing	1
--------------	---

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR AN OWNER ADVOCATE/PROJECT MANAGER FOR A TRANSIT BUS MAINTENANCE AND REPAIR GARAGE EXPANSION DESIGN – BUILD PROJECT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon. Winnipeg time, February 4, 2016.

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. BIDDERS CONFERENCE

B3.1 The Project Manager or an authorized representative will conduct a Bidder's Conference on January 15, 2016 at 10:00 AM in the second floor board room at 421 Osborne Street

B3.1.1 Proponents are requested to register for the Bidder's Conference by contacting the Project Manager identified in D2.

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

B3.3 Bidders are advised that at the Bidder's Conference, they will have the opportunity to ask questions and receive clarifications regarding the project. The conference will also include a tour of the existing bus maintenance and repair garage facility and the proposed garage expansion construction site. Attendants must wear steel toe safety shoes

B3.4 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 Proponent 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 Proponent 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 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 contain a table of contents, page numbering and should be 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 each of the following phases of the Work identified in D4 Scope of Services:

- (a) General services:
- (b) Pre-tender services
- (c) Pre-construction Services:
- (d) Construction Services:
- (e) Post-construction Services:

B9.2 The Fixed Fee shall be broken down by phase as shown on Form B: Fees.

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 complexity, scope and value.

B10.1.1 Submissions may also include experience in design build facilities with similar uses to those required for this Project.

- 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) schedule
 - (i) for design bid build projects: design and construction schedule (anticipated Project schedule and actual project delivery schedule, showing design and construction separately);
 - (ii) for design build projects: anticipated and actual project delivery schedule
 - (e) project owner;
 - (f) reference information (two current names with telephone numbers per project).
- B10.2.1 Where applicable, information should be separated into 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 identifying the roles of each of the key participants.
- B11.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, 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 project management philosophy and approach;

- (b) the team organization during the performance of the services;
- (c) the proposed methodology for quality control/quality assurance;
- (d) the proposed methodology for organizing and managing the project;
- (e) the team's understanding of the broad functional and technical requirements;
- (f) the team's understanding of the urban design issues;
- (g) the City's Project methodology with respect to the information provided within this RFP;
and
- (h) any other issue that conveys your team's understanding of the Project requirements.

B12.5 Methodology should be presented in accordance with the following Scope of Work phases:

- (a) General services
- (b) Pre-tender services;
- (c) Pre-construction services;
- (d) Construction Services;
- (e) Post-construction Services.

B12.6 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. DISCLOSURE

B14.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B14.2 The Persons are:

- (a) N/A

B15. QUALIFICATION

B15.1 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.

B15.2 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>

B15.3 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.

B15.4 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.

B15.5 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.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent 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 B15: | (pass/fail) |
| (c) | Fees; (Section B) | 40% |
| (d) | Experience of Proponent and Subconsultants; (Section C) | 30% |
| (e) | Experience of Key Personnel Assigned to the Project; (Section D) | 10% |
| (f) | Project Understanding and Methodology (Section E) | 10% |
| (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.
- B21.5 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 a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

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 The Work of this Contract is contingent upon Council approval to proceed with the maintenance and repair garage expansion project. If the Capital Budget approved by Council does not include sufficient funding for the Work, the City will have no obligation to award a Contract.
- B22.4 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.
- B22.5 The City may, at its discretion, award the Contract in phases.
- B22.6 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B22.6.1 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.
- B22.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B22.8 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.
- B22.9 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:

Tim VanDekerkhove

Email: TVandekerkhove@winnipeg.ca

Telephone No. 204 986-2173

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 City of Winnipeg Transit Department has provided public transit service to Winnipeg for over 130 years. Transit currently operates a fleet of over 600 buses from three bases in Winnipeg located at 421 Osborne Street, 600 Brandon Avenue and 1520 Main Street.

The three bases have parking and bus servicing capabilities, but only the garage at 421 Osborne Street has the infrastructure and equipment for the required bus maintenance and repair.

The Transit forty-foot bus fleet has been increasing over the past years and a number of sixty-foot articulated buses have been acquired. The implementation of the Southwest Rapid Transit Corridor and future Corridors promotes ridership that necessitates fleet expansion.

D3.2 The Transit Department has reviewed current maintenance and repair demands and future growth projections and has determined that additional bus maintenance and repair capacity is required. The project will consist of the design, construction, commissioning and start-up of an expansion to the existing transit bus maintenance and repair garage to increase the capacity to maintain and repair a fleet of 630 forty-foot and 30 sixty-foot diesel transit buses.

D3.3 The expansion will be located at the west end of the existing maintenance and repair garage, and will lengthen the repair track that runs parallel to Brandon Avenue. As a result of the size increase of the building, a new requirement for employee parking must be satisfied.

D3.4 The procurement will be turnkey and will include all necessary equipment and fixtures for a functional maintenance and repair garage at the completion of the Contract. The expansion is expected to be approximately 50,000 sq. ft. in size.

D3.5 The expansion must achieve at least LEED Silver Certification through the Canada Green Building Council.

D3.6 The expansion project must be staged to ensure that operations in the existing maintenance garage are not impeded during the construction project.

D3.7 The Transit Department has received Council approval for Capital Budget funding for a major project component of the Transit Building Replacement/Refurbishment project. The specific

project scope and budget must be approved by Council before the procurement of the building expansion can proceed.

D3.8 This project will be delivered through a Design-Build process.

D4. SCOPE OF SERVICES

D4.1 The City is seeking to contract with an Owner Advocate/Project Manager (OAPM) to oversee all aspects of the development, design and construction of a Transit Bus Maintenance and Repair Garage Expansion. The OAPM shall be the project management firm's Project Manager responsible for the delivery of services to the project. The OAPM, and not subordinate staff, shall at all times be directly responsible for the management of the project. The OAPM shall be responsible for attending and chairing meetings of the project team for the duration of the project. The OAPM will manage the project using generally adopted project management standards and methodologies. The OAPM shall not be replaced without the prior written consent of the City of Winnipeg.

D4.2 Project Management is the application of knowledge, skills, tools, and techniques to project activities to meet the project requirements. It is the comprehensive management and control of all aspects of the project through all phases of its life to achieve prescribed objectives defined in terms of scope, schedule, aesthetics, functionality, initial cost, life cycle cost, risk assessment and management, communications, quality and efficient and effective operations. Through the application of appropriate project management techniques, the OAPM will direct and coordinate efforts of the project team to achieve the objectives of the project to meet the City's requirements.

D4.3 The OAPM will be the Contract Administrator for the Design-Build Contract with duties and responsibilities described in the City of Winnipeg's Materials Management documentation.

D4.4 In general, the OAPM shall provide project management services for all stages from pre-construction to post construction services in accordance with, but not limited to, the following:

(a) General services:

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

(b) Pre-tender services

- (i) Analyze requirements for parking lot and numbers of stalls according to the occupied area of the new expansion and current codes and regulations;
- (ii) Prepare a feasibility study for possible locations for the new parking lot. It shall include, but not be limited to, zoning, variance, land purchasing, environmental impact study, land survey information, and legal requirements;

- (iii) Prepare all the documentation and coordinate with the City of Winnipeg Planning, Property and Development Department to secure any land required by the project following all City of Winnipeg policies and procedures, if required;
 - (iv) Implement all the required legal and administrative procedures and provide the documentation to have the land owned by Transit without any encumbrance, and ready for the construction of the parking lot as part of this Design Build project; and,
 - (v) All the costs associated with the studies, surveys, etc. shall be included under this item in Form B.
- (c) Pre-construction services:
- (i) Prepare a design criteria package used to furnish sufficient information to permit Design Build Proponents to prepare responses to the Request for Proposal. The design criteria package will include performance based and prescribed criteria for the construction project, including legal description of the site, survey information concerning the site, environmental impact study, geotechnical survey, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, costs or budget estimate, design and construction schedules, site development requirements, provisions for utilities, and parking requirements.

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

The Design-Builder and its consultants are intended to be the architects/engineers of record and as such are responsible for complying with all code regulations, government requirements and industry standards and shall be responsible for the proper execution, completion and turnover of the work;
 - (ii). Prepare a class C estimate based on a conceptual design, taking under consideration the size of the expansion, interior space, and estimated equipment required;
 - (iii). Prepare and issue a Request for Qualification for Design Builders through the City of Winnipeg Materials Management Division;
 - (iv). Coordinate the evaluation, make recommendations and assist with the selection of a short list of proponents to participate in the Request for Proposal stage of the selection of the Design Builder;
 - (v). Prepare and issue a Request for Proposal for short listed Design Build proponents using a two stage submission process through the City of Winnipeg Materials Management Division;
 - (vi). Review and make recommendations on requests for equals/alternatives;
 - (vii). Prepare Addenda to Bid Opportunity Documents;
 - (viii). Hold pre-bid meetings and site tours as required;
 - (ix). Coordinate proposal evaluations, consult on the proposals at both stages, make recommendations, assist with the selection of the successful Design Build proponent, and assist in contract negotiations; and,
 - (x). Confirm Project Schedule.
- (d) Construction Services:
- (i) Manage construction implementation for conformity with project requirements including detailed scheduling and coordination, management of inspection, administration of construction changes, approvals of progress claims, completion

- certificates, management of deficiency and warranty work, commissioning, operating manuals and record documentation;
- (ii) If required, participate in and ensure the Design Builder provides acceptable public consultation sessions with area residents at conceptual and final design stages to allow input into the early stages of the design and to provide information on the final design
 - (iii) Employee parking lot must be completed and satisfied before start Construction of the Design Build Expansion Garage;
 - (iv) Review the design and ensure conformity with the project requirements and budget and administer design changes;
 - (v) Participate in value engineering reviews, suggest alternatives, evaluate them and assist the City in decisions on alternatives to best meet the project requirements and budget;
 - (vi) Identify to the Contract Administrator the impact (scope, time, quality, cost) of proposed changes, so that the Contract Administrator may make well-informed decisions whether or not to proceed with the proposed changes;
 - (vii) Continuously review and assess the status of the actual cost, projected costs to complete, and schedule;
 - (viii) Prepare regular financial reports identifying expenditures and cost projections to completion;
 - (ix) Prepare and review Proposed Change Notices and Change Orders;
 - (x) Review contractor pricing and prepare Change Orders;
 - (xi) Ensure the Design Builder is meeting zoning, legal, permit, geotechnical, environmental requirements at all stages of the project;
 - (xii) Construction inspection and review by having an inspector on site for all critical stages of construction including but not limited to concrete pours to ensure grades and drainage meet design requirements, the installation of process equipment to ensure manufacturer's requirements are met, The OAPM's inspector should be on site as required but a minimum of 12 hours per week should be budgeted;
 - (xiii) Progress reports and evaluation;
 - (xiv) Process Certificates for Payment;
 - (xv) Interpretation of Contract documents;
 - (xvi) Review of shop drawings product data / samples;
 - (xvii) Structural Inspection and Reports;
 - (xviii) Mechanical Inspection and Reports;
 - (xix) Electrical Inspection and Reports;
 - (xx) Civil Inspection and Reports;
 - (xxi) Landscape Construction Inspection and Reports;
 - (xxii) Data Communication Inspection and Reports;
 - (xxiii) Security Systems Inspection and Reports;
 - (xxiv) Review commission and monitor performance of all new process equipment installed;
 - (xxv) Review commissioning issues with Commissioning Agent(s);
 - (xxvi) Monitor and report on the progress of construction activities in relation to established schedules;
 - (xxvii) Monitor compliance with the Building Code, Health and Safety and other regulations;
 - (xxviii) Ensure the Design Builder has obtained all required final approvals and inspections, including procurement of an Occupancy Permit;
 - (xxix) Assemble and review all necessary Project close out information: statutory declarations, warranties, as-built drawings, manuals etc. Resolve deficiencies; and,
 - (xxx) Issue Substantial Performance Report and Certification.

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

D4.4.1 Critical Stages for work are in accordance with D10.

D4.5 The OAPM and any Subcontractor(s) proposed under this Contract shall not be eligible to provide services under any other contracts associated with the development of the Transit Bus Maintenance and Repair Garage Expansion.

D4.6 In the event of a change in the Scope of Work requirements, the City reserves the right to negotiate additional Work under this Contract with the successful Bidder.

D4.7 Notwithstanding C6.24.2, the Contractor shall not add, remove or replace any key personnel, or Subcontractor, nor change any part of the Work to be performed, without the prior approval of the Contract Administrator.

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) **“Proposal”** means the offer contained in the Proposal Submission;
- (b) **“Proposal Submission”** means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
- (c) **“Request for Proposal”** means the Proposal Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda;
- (d) **“Project Manager”** means the City of Winnipeg Transit Department representative and Contract Administrator of this Request for Proposal;
- (e) **“Owner Advocate/ Project Manager or OAPM”** means the project management proponent’s Project Manager responsible for the delivery of services to the project and Contract Administrator of the Design Build Contract.

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 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.

- D6.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D6.3 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.
- D6.4 A Consultant who violates any provision of D6 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D7. AUTHORITY TO CARRY ON BUSINESS

- D7.1 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.

D8. INSURANCE

- D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D8.2 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; and,
 - (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 \$2,000,000 per claim and \$2,000,000 in the aggregate.

- D8.2.1 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.
- D8.3 The policies required in D8.2(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.
- D8.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a) and D8.2(c).
- D8.5 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 D8.8.
- D8.6 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.
- D8.7 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.
- D8.8 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

D9. COMMENCEMENT

- D9.1 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.
- D9.2 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 D7;
 - (ii) evidence of the insurance specified in D8;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D9.3 The City intends to award this Contract by March 18, 2016.

D10. CRITICAL STAGES

- D10.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Completion of recommendation of land requirements and report to Council for acquisition, if required by May 13, 2016;
 - (b) Design Build Contract awarded by September 30, 2016;
 - (c) Employee Parking Lot completed by December 31, 2016
 - (d) Maintenance and Repair Garage Expansion, Structure and Associated Driveways and Approaches by June 30, 2017;
 - (e) Complete installation of Building Systems and Process Equipment by September 30, 2017;
 - (f) Substantial Performance of the Design Build of Maintenance and Repair Garage Expansion by December 31, 2017; and,

- (g) Total Performance of the Design Build of Maintenance and Repair Garage Expansion by March 31, 2018.

APPENDIX A –

SITE DRAWING

