



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 963-2017

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
DESIGN OF IMPROVED SOUND ATTENUATION, ACOUSTICAL UPGRADES,
LIGHTING AND AUDIO SYSTEMS REPLACEMENT – PAN AM POOL – 25
POSEIDON BAY**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR DESIGN OF IMPROVED SOUND ATTENUATION, ACOUSTICAL UPGRADES, LIGHTING AND AUDIO SYSTEMS REPLACEMENT – PAN AM POOL – 25 POSEIDON BAY

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 23, 2018.
- 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 site investigation tours of the Pan Am Indoor Pool on:
- (a) Monday, January 8, 2018 at 10:00 A.M. and 11:00 A.M.;
 - (b) the meeting location is at 25 Poseidon Bay, Pan Am Pool south entrance.
- B3.1.1 The Proponents are requested to register two Working Days prior to site investigation 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 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, 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 Request for Proposal 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 Request for Proposal 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 he/she 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.
- B7.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should 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 12 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 his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. FEES (SECTION B)

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

B9.2 The Proponent's Fee Proposal shall include the following:

- (a) Form P: Person Hours

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.

B9.5.1 Allowable disbursements shall be identified separately in the Fee Proposal for each disbursement identified that is required to complete the Work.

B9.6 Notwithstanding C11.1, 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 describe the experience of the Proponent and any Subconsultants, including:

- (a) general firm profile information, including years in business, average volume of work, number of employees including local office information and other pertinent information for the Proponent and all Subconsultants
- (b) details demonstrating the history and experience of the Proponent and Subconsultants in providing project management, planning, design, specification, contract preparation, contract administration and post construction services on three (3) local projects of similar complexity, scope and value relating to Scope of Services identified for this Project in D4;
 - (i) for each project listed in B10.1(b), the Proponent should submit a description of the project, the role of the Consultant and Subconsultant, baseline schedule and actual project delivery schedule with design and construction separated, original contracted cost and actual cost, project owner, and upon request of the Project Manager

reference information (one current name, telephone number and email address per project).

- (ii) where applicable, information should be separated into Proponent and Subconsultant project listings.

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

B11.1 Proposals should include:

- (a) names of Key Personnel (including Subconsultants) assigned to the Project who shall not be substituted without written permission from the Project Manager:
 - (i) In an organizational chart, identify each of the Key Personnel and role/job function in the Project. Identify the Principals-in-Charge, Project Manager, Design team for all disciplines (including Acoustic Specialist, Audio Specialist and Environmental Specialist), Cost Estimator (Quantity Surveyor), and any other Key Personnel
 - (ii) In tabular form, for each Key Personnel identified, list the percent of time to be dedicated to the Project, including hourly rates for each person, in accordance with the Scope of Services identified in D4 and in consideration of their workload on other projects
- (b) experience and qualifications of the Key Personnel assigned to the Project including: job title, educational background and degrees, professional recognition, years of experience in current position, years of experience in design, years of experience with existing employer and years of experience on projects administered for the City of Winnipeg and in what capacity/role in similar complexity, scope and value.
 - (i) For each Key Personnel identified, include a list of at least two comparable projects which they have played a primary role similar to that proposed for this Project. Provide a description of the project, the role of the person, the project owner, and at the request of the Project Manager, reference information (one current name, telephone number, email address per project).

B11.2 For the Project Manager assigned to the Project, describe the tools deployed on past projects of similar size and scope to achieve project efficiency and to meet schedule demands.

B11.3 The proposal should describe overall team formation and coordination of team members and demonstrate that the proposed team structure will be able to provide the level of service described in the Request for Proposal.

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 Proposals should address:

- (a) the team's Project methodology with respect to the information provided with this Request for Proposal
 - (i) The methodology should be presented in accordance with the Scope of Services identified in D4;
- (b) the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project;
- (c) the team's understanding of the City's new City-Wide Asset Management Program;
- (d) the teams understanding of the project management requirements;
- (e) the team's understanding of the broad functional and technical requirements;
- (f) the team's understanding of sequencing the work during shutdown;
- (g) the teams understanding of the schedule and the impact to the patrons at the Site

- (h) the proposed Project budget;
- (i) the deliverables of the Project;
- (j) all activities and services to be provided by the City;
- (k) the team's understanding of the constraints and any assumptions made with respect to the deliverables and Scope and Services; and
- (l) any other issue that conveys your team's understanding of the Project requirements.

B12.3 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D4 Scope of Services.

- (a) The total Fees on Form P: Person Hours should match Fees submitted in response to B9.
- (b) Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.3.

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 Personnel should be identified for each task), 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.

B13.3 The Proponent's schedule should demonstrate the following:

- (a) Total Performance of the Project on December 14, 2018.

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) KGS Group Consulting Engineers, Winnipeg, Manitoba
- (b) Innova Sound, Winnipeg, Manitoba
- (c) Advance Pro (a division of Advance Electronics Ltd.), Winnipeg, Manitoba
- (d) Advanced Environmental Services Inc., Winnipeg, Manitoba
- (e) Western Waste Management, Winnipeg, Manitoba
- (f) Altered State Scaffolding Ltd., Winnipeg, Manitoba
- (g) North Star Scaffold, Winnipeg, Manitoba
- (h) AMEC Environmental & Infrastructure, Winnipeg, Manitoba

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); and
- (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; and
- (f) upon request of the Project Manager, provide the Security Clearances as identified in PART E - .

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 and their address(es) 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 any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her 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 Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

- B18.1 A Proponent may withdraw his/her 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 12 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 12 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, 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 Subconsultant; (Section C) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 20%
- (g) Project Schedule. (Section F) 10%

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

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

B21.5 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, in accordance with B10.

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, in accordance with B11

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, in accordance with B12.

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, in accordance with B13.

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 of sufficient funding in the 2018 Capital Budget. 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(o)(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(o).

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 2017-03-24) 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.

D1.1.1 General Instructions to Consultants, Planning, Property and Development Department Consultants, December 2017 is also applicable. (See Appendix A).

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Tracy Stople, C.E.T., PMP

Telephone No. 204 986-2221

Email Address: tstople@winnipeg.ca

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.

D3. BACKGROUND

D3.1 The City identified a need for the removal and replacement of the existing 50 year old asbestos ceiling system in the main tank area and spectator viewing areas at the Pan Am Indoor Pool. While investigating the removal process, it was determined that scaffolding would be required in the main tank area. With scaffolding in place, this would provide the opportunity for:

- (a) the existing lighting to be upgraded and be incorporated into the new ceiling tile layout;
- (b) the replacement of the PA system; and
- (c) improved sound attenuation.

D3.2 On July 21, 2017, the City hired KGS Group to review and provide cost estimates for improved sound attenuation, acoustical upgrades, ceiling replacement and lighting replacement for the Pan Am Indoor Pool. In November, 2017, KGS provided the Feasibility Assessment Report for Improved Sound Attenuation, Acoustical Upgrades and LED Lighting Replacement at Pan Am Indoor Pool (see Appendix B).

D3.3 The ceiling over the main pool tank and spectator bleachers covers approximately 75% (47,523 square feet) of the area. The ceiling tiles are 24" x 24" perforated asbestos panels (contains 12% chrysotile (see Appendix C Asbestos Analysis Report and Appendix D Asbestos Inventory Control) dropped into suspended T-bar grid. The grid system is supported by heavy gauge steel wires suspended from the underside of the existing 3" profiled steel deck structure. The roof deck was installed with steel tabs on a regular spacing throughout, the wire hangers are tied off to them. The steel tabs and wire hangers are heavy gauge and upon inspection through the entire catwalk area, there were no visual items of concern related to the hangers. The T-bar grid that supports the asbestos ceiling panels is an area of concern. There is significant corrosion on most of the members that make up the grid system. The corrosion in many areas is beyond surface rust, and loss of materials is evident in many areas.

D3.4 On September 21, 2017, Advance Pro prepared and submitted Audio site audit and evaluation of existing systems for Pan Am Pool main pool tank area, spectator bleachers and back of house areas. On October 18, 2017, the City of Winnipeg Community Services Aquatics Branch in consultation with the pool stakeholders and end-users, provided an audio survey to Advance

Pro identifying their preferences for the audio system options. On November 15, 2017, Advance Pro prepared and submitted a Quotation and Description of Audio Head End Equipment and Equipment for Zones A to H for Pan Am Pool.

- D3.5 The Pan Am Pool has a scheduled shutdown for the main pool tank area from August 1, 2018 to December 31, 2018. The construction work for this project is to be completed during this time. Shutdown dates cannot be changed. There will be a shutdown of the entire facility from August 1, 2018 to approximately September 1, 2018. There may be other Contractors on the Site in different areas of the facility during this project (see Appendix E).

D4. SCOPE OF SERVICES

- D4.1 This Project will be carried out for the City of Winnipeg under the direction of the Planning, Property and Development Department, Municipal Accommodations Division in cooperation with the City of Winnipeg Community Services Department, Aquatic Services.

- D4.2 The total project costs are \$2.2 Million, which include the following:

- (a) all Consultant fees
- (b) disbursement fees
- (c) all construction costs
- (d) construction contingency costs
- (e) applicable taxes

- D4.3 The Services required under this Contract shall consist of Professional Consulting Services for replacement of acoustic ceiling over main tank, additional sound attenuation, replacement of existing metal halide lighting with new LED, automatic lighting controls, additional lighting around diving area, additional lighting for bench seating, and replacement of PA system in accordance with the following:

- (a) Preliminary Design and Specification Development;
- (b) Class 3 Cost Estimate – Preliminary;
- (c) Final Design and Specification Development;
- (d) Class 1 Cost Estimate;
- (e) Bid Opportunity Contract Document Preparation;
- (f) Procurement Process;
- (g) Construction Contract Administration Services; and
- (h) Post Construction Services.

- D4.4 Post construction services shall include but not limited to:

- (a) Commissioning/staff training;
- (b) Review of contractor's as-built records;
- (c) Submittal of a complete set of as-built record drawings in electronic CAD format;
- (d) Submittal of all necessary project documentation such O & M manuals and equipment warranties; and
- (e) Eleven month end of warranty inspection.

- D4.5 Services are expected to include, but not necessary limited to, the following:

- (a) Review, verify, and determine the performance specifications and program requirements for new building acoustics, new building audio system, and new LED lighting system in the area of the main tank;
- (b) Provide and develop a comprehensive implementation/sequencing plan report that addresses ongoing operation of the facility and ensures public access to the lobby, change

rooms, weight room, training tank, kiddie pool and the running track and can be maintained throughout the construction period. Life safety requirements to be addressed including fire exiting plans.

- (i) Include process chart(s);
 - (ii) The shutdown period for the main tank area will be from August 1 to December 31, 2018;
 - (iii) The shutdown period for the entire facility will be from August 1 to approximately September 1, 2018. After September 1, access to the areas outside of the main tank area will be required.
- (c) In coordination with the City pool staff, identify and document existing equipment, materials or other tangible objects identified as having value to be salvaged, repurposed or recycled prior to construction;
 - (d) Determine the scope of work and prepare design for continuity of services, utilities and infrastructure which must be maintained for ongoing operations and occupancy of facility during construction;
 - (e) Determine certain the scope of work and prepare design for structural modifications (shoring, protection) of existing adjacent structures or infrastructure during the construction;
 - (f) Determine planning and logistics for asbestos tile removal, lighting fixtures and audio equipment removal/demolition methodology, work sequencing, staging and lay-down areas, access, construction equipment, etc.;
 - (g) Review existing fire alarm and fire suppression systems and upgrade to meet current Codes and Regulations, as required for project upgrades;
 - (h) In coordination with the City: identify, liaison and consult with all pertinent Authorities Having Jurisdiction (application of building/development permits, building code issues, by-laws, track permit application, plan examiners, etc.);
 - (i) Apply for the building permit at the earliest possible date that will not to delay the start of construction;
 - (j) In coordination with the City: identify and consult with impacted stakeholders, end-users and any other third party deemed to be impacted by construction;
 - (k) Coordinate and complete all submissions for applicable Manitoba Hydro Power Smart for Business incentives for potential utility and operating cost savings;
 - (l) Provide professional legal surveying services as required as relating to the alignment of the ceiling tile grid;
 - (m) Provide all necessary engineering certification;
 - (n) Provide Risk Management Plan;
 - (o) Apply Universal Design Policy if applicable.

<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=3604>

D4.6 The Key Personnel required for the various components of the Work include the following:

- (a) Project Manager
- (b) Contract Administrator
- (c) Electrical Designer
- (d) Structural Designer
- (e) Mechanical Designer
- (f) Acoustic Specialist
- (g) Audio Specialist.
- (h) Environmental Specialist

- (i) Quantity Surveyor
 - (j) Other Subconsultants and resources the Consultant deems beneficial to the project
- D4.7 The dates of the shutdown cannot be moved and it is the responsibility of the Consultant to meet this commitment.
- D4.8 After award, weekly project meetings will immediately begin and will occur every Tuesday, at 10 am at the Pan Am Pool or other location directed by the City's Project Manager. It is expected that all disciplines will be present at each of these meetings and conducted in IDP format. It will be at the discretion of the City's Project Manager to cancel a meeting.
- (a) A risk management plan will be maintained by the Consultant and updated before each project meeting.
 - (b) A project schedule will be maintained by the Consultant and updated before each project meeting.
 - (c) The Consultant is responsible to compile and distribute all meeting minutes during Design and Construction. A standard meeting minute template will be provided. The minutes shall be distributed within two days of the meeting.
- D4.9 Deliverables include:
- (a) Drawings and Specifications at 33%, 66% and 66% review stages
 - (b) Bid Opportunity Contract documents
 - (c) All reports including Comprehensive Implementation/Sequencing Report for all required components
 - (d) Class 1 and Class 3 Cost Estimates
 - (e) Completed application of Manitoba Hydro Power Smart for Business
 - (f) Risk Management Plan
 - (g) As-builts record drawings in electronic CAD format
- D4.10 The City has developed processes, procedures and templates relating to asset management – investment planning and project management. The City's investment planning manual (processes, procedures and templates) and project management manual (processes, procedures and templates) are evolving as the Asset Management Program develops and matures. The City is transitioning to the new Project Management Manual version 3.0 (PMM) on all City projects.

The following shall, as a whole or in part and at the discretion of the City's Project Manager, apply to the Services:

<http://winnipeg.ca/finance/infrastructureplanning/camp.stm>

Item # 2 – Manuals - Project Management Manual and Addendums, and

<http://winnipeg.ca/finance/infrastructureplanning/camp.stm>

Item # 4 – Project Management Templates.

The City's Project Manager will provide the following templates and may add additional ones if they become available:

- (a) Proposed Change Notice
- (b) Proposed Change Notice Log
- (c) Request for Information
- (d) Request for Information Log
- (e) Change Control Log

- (f) Change Work Order
- (g) Meeting Minutes
- (h) Site Meeting Minutes
- (i) Project Status Report

D4.11 The Consultant will be responsible for the preparation and reporting of cost estimates in accordance with the City of Winnipeg's Cost Estimate Classification System (May 2014 issuance).

D5. DEFINITIONS

D5.1 When used in this Request for Proposal:

- (a) "**Class 3 Cost Estimate**" means a cost estimate with an expected accuracy within -20% to +30%. This estimate is based on completed Preliminary Design documentation. This Class 3 cost estimate will form the basis of estimate for budget authorization and set initial control estimate against which project deliverables will be measured (i.e. on budget).;
- (b) "**Class 1 Cost Estimate**" means a cost estimate with an expected accuracy within -5% to +10%. This estimate is based on Comprehensive Design documentation (plans and specifications) as well as complete project delivery plans. It is at pre-tender estimate stage.

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 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.

D7. INSURANCE

D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D7.2 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 \$ 1,000,000.00 per claim and \$ 2,000,000.00 in the aggregate.

- D7.2.1 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.
- D7.3 The policies required in D7.2(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.
- D7.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a) and D7.2(c).
- D7.5 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 D7.8.
- D7.6 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.
- D7.7 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.
- D7.8 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

D8. COMMENCEMENT

- D8.1 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.
- D8.2 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 D6;
 - (ii) evidence of the insurance specified in D7;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D8.3 The City intends to award this Contract by February 16, 2018.

D9. CRITICAL STAGES

- D9.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
 - (a) 33% Review – April 3, 2018;
 - (b) 66% Review – May 1, 2018
 - (c) 99% Review – June 1, 2018

- (d) Award of Construction Bid Opportunity Date – July 20, 2018
- (e) Construction Commencement Date – August 1, 2018
- (f) Substantial Performance Date – November 30, 2018
- (g) Commissioning Completion Date – December 1 to December 13, 2018
- (h) Total Performance Date – December 14, 2018
- (i) Facility Main Pool Tank Programming resumes on January 6, 2019

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>.
- E1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.
<http://winnipeg.ca/police/pr/PIC.stm>
- E1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm>.
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- E1.3 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Project Manager.
- E1.4 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Project Manager with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- E1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- E1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.