



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 477-2019**

**CONSTRUCTION MANAGEMENT SERVICES FOR ASBESTOS ABATEMENT,  
SPRINKLER, MECHANICAL AND ELECTRICAL SYSTEMS UPGRADES AT 510  
MAIN ST.**

**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 CONSTRUCTION MANAGEMENT SERVICES FOR ASBESTOS ABATEMENT, SPRINKLER, MECHANICAL AND ELECTRICAL SYSTEMS UPGRADES AT 510 MAIN ST.

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 19, 2019.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

- B3.1 The Project Manager or an authorized representative will conduct a site investigation tour of the project location on Thursday, August 1, 2019 at 10:00 AM. Proponents are to in the lobby at 510 Main Street. Each proponent will be required to sign in prior to the group tour.
- 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 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.
- B4.4 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.
- B4.5 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.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

### **B5. CONFIDENTIALITY**

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or

disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the Confidential Information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

## **B6. ADDENDA**

B6.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B6.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.3 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/matmgmt/bidopp.asp>

B6.4 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.

B6.5 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.

B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

## **B7. PROPOSAL SUBMISSION**

B7.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal (Section A) in accordance with B8;
- (b) Fees (Section B) in accordance with B9.

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

- (a) Management Plan in accordance with B10;
- (b) Experience of Proponent in accordance with B11;

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 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 B18.1(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 Phase 1 identified in D4 Scope of Services.

(a) Fixed fee shall include all eligible disbursement costs as identified in Part C, General Conditions

B9.2 The Proposal shall also include a Percentage Based Fee calculated on a percentage basis for Phases 2 and 3 as identified in D4 Scope of Services and based on the estimated Final Total Construction Cost.

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 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. MANAGEMENT PLAN (SECTION C)**

B10.1 The Proponent should submit a Management Plan to include:

- (a) understanding of the project, description of the services and methodology for each phase of Work;
- (b) foreseeable project risks/critical issues and potential solutions;
- (c) plan to manage subtrades (i.e.: change orders, poor performance, delays); and
- (d) ability to deliver project in accordance with project schedule and construction budget.

**B11. EXPERIENCE OF PROPONENT (SECTION D)**

B11.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent in providing programming; design, management of the project and contract administration services on three projects of similar complexity, scope and value.

B11.2 For each project listed in B11(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the proponent;
- (c) project's original contracted cost and final cost;

- (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project upon request from the Project Manager).

B11.3 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.

## **B12. QUALIFICATION**

B12.1 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 a representative in the Winnipeg area for the duration of the Project.

B12.2 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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

B12.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
- (f) provide the Security Clearances as identified in PART E - SECURITY CLEARANCE

B12.4 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.

B12.5 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.

### **B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B13.1 Proposals will not be opened publicly.
- B13.2 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/>
- B13.3 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).
- B13.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B13.4 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.

### **B14. IRREVOCABLE OFFER**

- B14.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B14.2 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 for the time period specified in Paragraph 10 of Form A: Proposal.

### **B15. WITHDRAWAL OF OFFERS**

- B15.1 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.
- B15.1.1 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.
- B15.1.2 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.
- B15.1.3 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 B15.1.3(b), declare the Proposal withdrawn.
- B15.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B14.2 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.

**B16. INTERVIEWS**

B16.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

**B17. NEGOTIATIONS**

B17.1 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.

B17.2 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.

B17.3 If, in the course of negotiations pursuant to B17.2, 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.

**B18. EVALUATION OF PROPOSALS**

B18.1 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 B12: (pass/fail)
- (c) Fees; (Section B) 35%
- (d) Management Plan (Section C) 30%
- (e) Experience of Proponent (Section D) 35%

B18.2 Further to B18.1(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.

B18.3 Further to B18.1(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 qualified.

B18.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B18.1(a) and B18.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B18.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B18.6 Further to B18.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.

B18.7 Further to B18.1(c) where the Fees exceeds the funds stated in D4.3, the City may determine that no award will be made in accordance with B19.2(a).

- B18.8 Further to B18.1(e), Experience of Proponent 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 B11.
- B18.9 Notwithstanding B18.1(d) to B18.1(e), where Proponents fail to provide a response to B7.2(a) and B7.2(b), the score of zero may be assigned to the incomplete part of the response.
- B18.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B16.

**B19. AWARD OF CONTRACT**

- B19.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B19.2 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 qualified, and the Proposals are determined to be responsive.
- B17.2.1 Without limiting the generality of B19.2, 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.
- B19.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B19.4 The City may, at its discretion, award the Contract in phases.
- B19.5 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.
- B19.5.1 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.
- B19.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B19.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B19.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 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](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:

Andy Urbanowicz

Telephone No. (204) 803-3931

Email Address: aurbanowicz@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 administrative structure for the City of Winnipeg is a Chief Administrative Officer (CAO) who is the head of the public service and provides overall leadership to all City departments.

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

D4.1 The Services required under this Contract shall consist of a Construction Manager to plan and administer the interior renovations in the City's Print Shop located in City Hall at 510 Main Street in accordance with the following:

(a) Phase 1 - Pre-Construction

(i) Develop the program; investigations, details, scheduling, materials, phasing, cost considerations, options and potential alternatives during the design stage,

(ii) Attend weekly meetings at City of Winnipeg offices during the design stage to review design and potential options,

(iii) Review any available technical or construction documents for the building which may impact the project and provide feedback,

(iv) Develop a detailed schedule to include all the various components of construction activities.

(v) Further to (iv), provide a project plan to include any impacts to staff, departmental operations, potential risks and timelines

(b) Phase 2 – Construction – services may include but not be limited to:

(i) Prepare tender documents; drawings in AutoCAD format and specifications and issue to sub-trades,

(ii) Solicit no less than three (3) bids for all components of work required to complete the construction requirements.

(I) Where the estimated value of a subcontract exceeds \$200,000 for construction or \$75,000 for goods or services (not construction), the Construction Manager shall publicly advertise the tender in accordance with the New West Partnership Agreement (NWPTA), the Canadian Free

Trade Agreement (CFTA), and/or the Comprehensive Economic and Trade Agreement (CETA).

- (iii) Review bids with Contract Administrator and project team,
- (iv) Assume responsibility and costs as the "General Contractor" for all General Conditions and associated work for all portions of work and construction requirements not covered under sub-trade contracts,
- (v) As Construction Manager enter into contracts with sub-trades,
- (vi) Supervise, coordinate and administer contracts with sub-trades during construction.

This would include, but not be limited to the following:

- (i) Provision of a site supervisor,
  - (ii) Coordination of all sub-trades and work components,
  - (iii) Scheduling and recording minutes for regular weekly or bi-weekly construction meetings,
  - (iv) Scheduling of work components,
  - (v) Control and inspection of sub-trade work to ensure conformance to technical specifications and drawings,
  - (vi) Implement cost control and change control measures and issue required contract documents for proposed change requests and any related quotes and approvals,
  - (vii) Acquire and review all shop drawings as required for the construction and provide them to the Contract Administrator for review and approval,
  - (viii) Attend bi-weekly meeting at City of Winnipeg offices and provide bi-weekly progress reports to the Contract Administrator and project team,
  - (ix) Commission all systems and equipment installed or affected by the Work,
  - (x) Oversee and maintain the project schedule; ensure milestones are met,
  - (xi) Oversee and maintain project budget
- (c) Phase 3 – Post Construction
- (i) Administer the warranty period and the correction of all defective work during the warranty period,
  - (ii) Provide services as required to determine solutions for issues related to construction deficiencies,
  - (iii) Close out all contracts,
  - (iv) Facilitate lessons learned and post occupancy meeting with the project team.

D4.1.1 The Services required under D4.1 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D4.2 The following shall apply to the Services:

- (a) Universal Design Policy  
<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeld=2&DocId=3604>

D4.3 The funds available for Construction are estimated at approximately \$400,000.00

## SUBMISSIONS

### D5. AUTHORITY TO CARRY ON BUSINESS

- D5.1 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.

### D6. INSURANCE

- D6.1 The construction manager shall provide and maintain the following insurance coverage at all times during the performance of the work and until the date of total performance :
- (a) Wrap up liability insurance in an amount of not less than two million dollars (\$2,000,000) inclusive per occurrence written in the name of the construction manager, subcontractors, consultants, subconsultants and The City of Winnipeg covering bodily injury, personal injury, property damage and products and completed operations consistent with industry standard insurance policy wordings. Wrap up liability insurance to also include evidence of contractual liability, cross liability, unlicensed equipment liability, damage to existing structure and 24 months completed operations endorsement. Evidence of operations to include asbestos abatement.
  - (b) All risks course of construction insurance, including testing and commissioning, in the amount of 100% of the total contract price, written in the name of the construction manager, subcontractors and The City of Winnipeg. Policy to remain in place during the performance of the work and until the date of substantial performance.
  - (c) Automobile liability insurance for owned and non-owned automobiles used for or in connection with the work in the amount of at least \$2,000,000
  - (d) Contractors pollution liability insurance in the amount of at least one million dollars (\$1,000,000)
- D6.2 If applicable, the construction manager shall ensure that any consultants or subconsultants hired in connection with design or engineering services provide evidence of the following :
- (a) Commercial general liability insurance in the amount of at least two million dollars (\$2,000,000) with The City of Winnipeg to be added as an additional insured. Such insurance to also include evidence of cross liability, contractual liability, non-owned automobile and products and completed operations.
  - (b) Professional liability insurance in the amount of at least \$1,000,000 per claim and \$2,000,000 in the aggregate.
    - (i) The professional liability insurance shall remain in place for the duration of the work and for 24 months after completion.
- D6.3 If the wrap up liability policy does not provide confirmation of asbestos abatement and the construction manager can not provide the pollution liability, then the subcontractor involved in the asbestos abatement must provide evidence of the following :
- (a) Commercial general liability insurance in the amount of at least two million dollars (\$2,000,000) with The City of Winnipeg to be added as an additional insured. Such insurance to also include evidence of cross liability, contractual liability, non-owned automobile and products and completed operations. Evidence of insurance to include that the operations include asbestos abatement.
  - (b) Contractors pollution liability insurance in the amount of at least one million dollars (\$1,000,000)
- D6.4 Deductibles shall be borne by the construction manager

- D6.5 The construction manager shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D6.6 The construction manager shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D6.7 All insurance which the construction manager is required to obtain with respect to this RFP, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.

## **SCHEDULE OF SERVICES**

### **D7. COMMENCEMENT**

- D7.1 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.
- D7.2 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 D5;
    - (ii) evidence of the insurance specified in D6;
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D7.3 The City intends to award this Contract by November 18, 2019; the timeline the proposals shall be open for acceptance as specified in Item 10 of FORM A: PROPOSAL.

## PART E - SECURITY CLEARANCE

### E1. SECURITY CLEARANCE

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>; or
- (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>

E1.1 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>

E1.1.1 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;

E1.2 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:

- (b) Provide the original Police Information Check (Form P-612) to the Project Manager.

E1.3 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.

E1.4 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.

E1.5 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.

E1.6 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.