



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 429-2011

**DESIGN AND CONSTRUCTION OF THE PUBLIC WORKS EAST YARD COMPLEX
AT THE FORMER ELMWOOD NAIRN LANDFILL SITE**

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FORM A: PROPOSAL
(See B10)

1. Contract Title DESIGN AND CONSTRUCTION OF THE PUBLIC WORKS EAST YARD COMPLEX AT THE FORMER ELMWOOD NAIRN LANDFILL SITE

2. Bidder

Name of Bidder

Usual Business Name of Bidder as it appears on Invoice (if different from above)

Street

City

Province

Postal Code

(Mailing address if different)

Facsimile Number

Street or P.O. Box

City

Province

Postal Code

GST Registration Number (if applicable)

The Bidder is:

(Choose one)

a sole proprietor

a partnership

a corporation

carrying on business under the above name.

3. Contact Person

The Bidder hereby authorizes the following contact person to represent the Bidder for purposes of the Proposal.

Contact Person

Title

Telephone Number

Facsimile Number

4. Definitions

All capitalized terms used in the Contract shall have the meanings ascribed to them in the General Conditions and D3.

5. Offer

The Bidder hereby offers to perform the Work in accordance with the Contract for the Price(s), in Canadian funds, set out on Form B: Prices, appended hereto.

6. Execution of Contract The Bidder agrees to execute and return the Contract no later than seven (7) Calendar Days after receipt of the Contract, in the manner specified in C4.
7. Commencement of the Work The Bidder agrees that no Work shall commence until he is in receipt of a notice of award from the Award Authority authorizing the commencement of the Work.
8. Contract The Bidder agrees that the Request for Proposal in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Proposal.
9. Addenda The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract:
- | | | | |
|-----|-------|-------|-------|
| No. | _____ | Dated | _____ |
| | _____ | | _____ |
| | _____ | | _____ |
10. Time This offer shall be open for acceptance, binding and irrevocable for a period of ninety (90) Calendar Days following the Submission Deadline.
11. Signatures The Bidder or the Bidder's authorized official or officials have signed this _____ day of _____, 20_____.

Signature of Bidder or
Bidder's Authorized Official or Officials

(Print here name and official capacity of individual whose signature appears above)

(Print here name and official capacity of individual whose signature appears above)

FORM B: PRICES
(See B11)

DESIGN AND CONSTRUCTION OF THE PUBLIC WORKS EAST YARD COMPLEX AT THE FORMER
ELMWOOD NAIRN LANDFILL SITE

LUMP SUM PRICE

TOTAL BID PRICE (GST extra) (in figures)	\$ _____
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SEPARATE PRICES TO BE DEDUCTED FROM LUMP SUM PRICE

ITEM NO.	DESCRIPTION	SPEC. REF.	AMOUNT
1.	Fleet Maintenance Component - Maintenance Garage & Shop, Office, Aprons and Yard Development	D2.8	

Name of Bidder

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 DESIGN AND CONSTRUCTION OF THE PUBLIC WORKS EAST YARDS COMPLEX AT THE FORMER ELMWOOD/NAIRN LANDFILL SITE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, June 28, 2011.

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 Contract Administrator 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 Further to C3.1, the Bidder may view the Site without making an appointment.

B3.2 The Bidder is advised that the Site is a former Landfill Site and all Design and Construction requirements will be the responsibility of the bidder.

B3.3 The Bidder is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his Proposal or the performance of the Work.

B4. BIDDERS' CONFERENCE

B4.1 Further to C3.1 the Contract Administrator will hold a Bidders' conference at the 2nd Floor Conference Room, 510 Main Street from 9:30 a.m. to 11:00 a.m. on June 3, 2011.

B4.2 The Bidder is advised that, at the Bidders' Conference, they will have an opportunity to pose any questions they may have related to the Project.

B4.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Bidders' conference unless that information or interpretation is provided by the Contract Administrator in writing.

B5. ENQUIRIES

B5.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B5.2 If the Bidder finds errors, discrepancies or omissions in the proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract

Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

- B5.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B5.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B5.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B5.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the Contract Administrator in writing.

B6. CONFIDENTIALITY

- B6.1 Information provided to a Bidder by the City or acquired by a Bidder 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 Contract Administrator.
- B6.2 The Bidder 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 Contract Administrator.

B7. ADDENDA

- B7.1 The Contract Administrator 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.
- B7.2 The Contract Administrator 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.
- B7.2.1 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>.
- B7.2.2 The Bidder is responsible for ensuring that he 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.
- B7.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B8. SUBSTITUTES

- B8.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B8.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B8.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B8.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B8.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B8.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B8.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B8.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B8.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B22.
- B8.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B8.10 Notwithstanding B8.2 to B8.9 and in accordance with B9.6, deviations to terms and conditions inconsistent with the Proposal document shall be evaluated in accordance with B22.1(a).

B9. PROPOSAL SUBMISSION

- B9.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A);
 - (b) Form B: Prices (Section B) ;
- B9.2 The Proposal should also consist of the following components:
- (a) Qualifications/Experience of Design Build Team (Section C)
 - (b) Methodology for Project Delivery (Section D)
 - (c) Facility Design Documents (Section E)

- B9.3 Further to B9.1 and B9.2, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B8.
- B9.4 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B9.4.1 Bidders should submit one (1) unbound original (marked "original") and six (6) copies.
- B9.5 Bidders are advised not to include any information/literature except as requested in accordance with B9.1 and B9.2.
- B9.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B22.1(a).
- B9.7 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B9.7.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B9.8 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B9.9 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B10. PROPOSAL (SECTION A)

- B10.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B10.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.
- B10.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B10.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;

- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder 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 Bidder is carrying on business under a name other than his 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.

B10.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B10.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B11. PRICES (SECTION B)

B11.1 The Bidder shall state the lump sum price in Canadian funds for the Work on Form B: Prices.

B11.2 The Bidder shall state a separate price in Canadian funds for each of the following items of Work on Form B: Prices:

- (a) Separate Price - Item No. 1 shall be the amount to be deducted from the lump sum price if the Fleet Maintenance Component of the Project is removed from the scope of work in accordance with D2.8;

B11.2.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Goods and Services Tax (GST)

B11.2.2 Manitoba Retail Sales Tax (MRST, also known as PST), shall be included in the prices on Form B: Prices.

B11.3 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B12. QUALIFICATIONS/EXPERIENCE OF DESIGN BUILD TEAM (SECTION C)

B12.1 Proposal should include:

- (a) General firm profile(s) of the Design Build Team showing the following for each firm:
 - (i) History of firm
 - (ii) Years in business
 - (iii) Average annual volume of work over the last 5 years
- (b) Design Build Team Members experience and expertise as related to this project
 - (i) Listing of Key Personnel and their role in this Project (Organization Chart for this project). Include key personnel time allotment to this Project as a percent of their average work load during course of design and construction
 - (ii) Curriculum Vitae for key personnel assigned to project
 - (iii) For each member listed as Key Personnel provide a brief description of their experience on two similar projects (similar in scope, budget and size) and their role in each

B13. METHODOLOGY FOR PROJECT DELIVERY (SECTION D)

B13.1 Proposal should include a description of the methodology proposed for each stage of this project delivery including but not limited to the following:

- (a) quality control & assurance,
- (b) communications plan,

- (c) reporting,
- (d) scope and budget control procedures,
- (e) project estimating and value analysis,
- (f) project documentation procedures and controls,
- (g) construction coordination & administration,
- (h) change notices & change orders,
- (i) commissioning and warranties, etc.

B13.2 The Proposal should include proposed project delivery schedule in the form of a Gantt Chart or other similar format.

B14. FACILITY DESIGN (SECTION E)

B14.1 Proposal should include the following facility design documents:

- (a) Site Plan (recommended 1:1000 scale) showing:
 - (i) All boundaries, & adjacent roadways, approaches-site entry/exits;
 - (ii) Site services, drainage plan, swales, retention basins, wastewater sewer, land draining sewer, water lines, hydrants;
 - (iii) Landscaping, fencing & gates;
 - (iv) Site circulation (vehicular & pedestrian), major yard areas (storage compounds, parking, marshalling areas), proposed surface materials for all areas;
 - (v) Proposed locations of all buildings and structures and yard areas showing occupancy by division (ie, Streets Maintenance, Bridge Operations, etc.) and category of use (ie heated garage, office, unheated garage, etc).
- (b) Architectural Floor Plans showing:
 - (i) All interior divisions, circulations, fire rated assemblies, structure, dimensions, gross building areas
 - (ii) Locations and extent of mechanical and electrical equipment, telecommunication areas
 - (iii) Room Codes correlated with Room Data Sheets and Program of Requirements
- (c) Building Elevations showing dimensions, all materials & openings (ie man doors, overhead doors, windows, etc);
- (d) Structural Plans/Details showing sketches of main office, garage, shops, storage buildings and structural concepts indicating location and size of structural elements;
- (e) Mechanical and Electrical sketches and specifications developed in sufficient detail to describe proposed system design for building, site, security, etc;
- (f) A descriptive building overview including heights, dimensions, typical wall sections, materials, structural clearances and main elements, mechanical/electrical equipment
- (g) A code analysis to indicate conformity with applicable building codes (note requirement for Post Disaster Building);
- (h) LEED checklist indicating proposed Credits and method of achievement:
- (i) Variations to the Basic Program of Requirements, Outline Specifications, LEED requirements, etc.

B14.2 The design for the proposed Public Works East Yards Complex should reflect the requirements of the Basic Program of Requirements - Appendix B and Outline Specifications – Appendix C and should incorporate requirements of the Background Information – Appendix D.

B14.3 The Project is to be designed to achieve a minimum LEED Silver Certification.

B15. ALTERNATE PROPOSAL

- B15.1 The Bidder is invited to submit any alternate proposal(s) for the design and construction of the Public Works East Yard Complex located on an Alternate Site which is situated within the accepted boundaries as shown in Appendix A – East Yard Complex Development Zone .
- B15.2 The Alternate Site (or any portion of the proposed Alternate Site) Location should be located within a 2 mile radius of the intersection of Lagimodiere Boulevard and Dugald Road.
- B15.3 The Bidder should have legal title, or be entitled to legal title to any alternate site proposed.
- B15.4 The City will have no obligation to accept any alternate site, even though such Proposal is considered to be in compliance with the submission requirements of this RFP. The acceptance of the alternative site is solely at the discretion of the City and will be based on the individual merits in relation to the specified Project Site.
- B15.5 Any alternate proposal which utilizes an alternate site, will be required to meet all requirements of this RFP. In addition, any Proposal which utilizes an alternate site will be undertaken at the Bidder's sole cost and responsibility (to ensure that the site meets all requirements for the Project such as size, expansion capacity, site access, environmental and geotechnical suitability, site servicing, re-zoning/zoning variances, re-design requirements, etc.)
- B15.6 Bidder is advised to include all information required for submission as identified in B9 as well as a detailed summary listing all proposed variations from the design and construction requirements specified in PART E - of this RFP.

B16. QUALIFICATION

- B16.1 The Bidder 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 Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B16.2 The Bidder and any proposed Subcontractor (for the portion of the Work 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>.
- B16.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work 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);
- B16.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

- B16.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- B16.6 Further to B16.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B17.1 Proposals will not be opened publicly.
- B17.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>.
- B17.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder 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.
- B17.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

B18. IRREVOCABLE OFFER

- B18.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders 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.

B19. WITHDRAWAL OF OFFERS

- B19.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B19.1.1 Notwithstanding C23.3, 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.
- B19.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B19.1.3 If a Bidder 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 Bidder'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 B19.1.3(b), declare the Proposal withdrawn.

B19.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B18.2 shall be liable for such damages as are imposed upon the Bidder 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.

B20. INTERVIEWS

B20.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B21. NEGOTIATIONS

B21.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B21.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B21.3 If, in the course of negotiations pursuant to B21.2 or otherwise, the Bidder 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 Bidder from the Proposal as originally submitted.

B21.4 The City reserves the right to remove the Fleet Maintenance Component including the repair shop, offices, facilities, aprons, yards and any other work associated with the Fleet Maintenance Component described in the Basic Program of Requirements and as shown on the Drawing 01-C1005 – Conceptual Site Servicing Plan and Details

B22. EVALUATION OF PROPOSALS

B22.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
 - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13 :
 - (i) mandatory qualifications (pass/fail);
- (c) Evaluated Bid Price (Section B) 35%
- (d) Qualifications/Experience of Design Build Team (Section C) 20%
- (e) Methodology for Project Delivery (Section D) 10%
- (f) Facility Design (Section E) 35%
- (g) Cost benefit analysis of any alternative pursuant to B8 or B15.

B22.2 Further to B22.1(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.

- B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.
- B22.4 Further to B22.1(c), the Evaluated Bid Price shall be the lump sum price shown on Form B: Prices adjusted, if necessary, by deducting the separate price if the City determines that the Fleet Maintenance Component requirements will either change, or be deleted from this Project.
 - B22.4.1 If the City deducts the separate price, the evaluation will be based on the adjusted Evaluated Bid Price.
- B22.5 Further to B22.1(d), the Qualifications/Experience of Design Build Team will be evaluated considering the Bidder's responses to B12.
- B22.6 Further to B22.1(e), the Methodology for Project Delivery will be evaluated considering the Bidder's responses to B13.
- B22.7 Further to B22.1(f), Facility Design Documents will be evaluated considering the Bidder's responses to B14;
- B22.8 Further to B22.1(g), the Cost Benefit Analysis will be evaluated considering all factors required to estimate the cost to the City of any items necessary to implement the Proposal or otherwise prepare asset(s) ready for use for the intended purpose including, but not limited to, contingencies, taxes, administrative expenses and prior year or current incurred costs.
- B22.9 This Contract will be awarded as a whole.
- B22.10 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.11 Bidders are advised that the City may retain professional firms and/or individuals (non-City Staff) to assist in the evaluation of Proposals.

B23. COMPENSATION TO BIDDERS

- B23.1 Each unsuccessful Bidder, will receive an honorarium in the amount of fifty thousand dollars (\$50,000) in Canadian Funds, inclusive of all tax and disbursements. The honorarium will be paid in recognition that the Bidder has undertaken a portion of the professional services that would normally be completed during the schematic design stage. No other compensation or reimbursement of the Bidder's costs will be made for any activity associated with this stage of the Project and in particular this RFP. It is the responsibility of the Bidder to allocate the honorarium among the members of its Design Build Team.
- B23.2 Honoraria will be paid to the unsuccessful Bidders following the award of Contract and upon submittal of an approved invoice in a form acceptable to the City.
- B23.3 The City reserves the right to reduce the honorarium amount for any Bidder, consistent with the Proposal Submissions, should that Bidder neglect to include all requested information with his Proposal.
- B23.4 Notwithstanding the above and B24, should the City decide not to proceed with the Project, all Bidders will receive the honorarium.

B24. AWARD OF CONTRACT

- B24.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B24.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B24.3 The award of Contract will be subject to final Council approval of funding for the Project.
- B24.3.1 Without limiting the generality of B24.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, 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.
- B24.4 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.
- B24.4.1 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.
- B24.5 If after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Contractor will be paid for all Work rendered up to time of termination.
- B24.5.1 In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Construction* 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 proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Construction*, these Supplemental Conditions are applicable to the Work of the Contract.

D1.1 In addition to the *General Conditions*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the Design and Construction of the Public Works East Yard Facility Complex in accordance with all requirements of this RFP.

D2.2 The major components of the Work are as follows:

- (a) Main Administrative/Office Area
- (b) Heated Garage/Shops Areas
- (c) Unheated Garage/Storage Areas
- (d) Exterior Storage Yards/Compounds
- (e) Parking for Equipment and Vehicles
- (f) Marshalling/Staging Areas
- (g) Employee/Visitor Parking
- (h) Site Servicing, Approaches, Fencing, Lighting, Access Roads

D2.3 Specifications for construction shall be created in electronic word processing format on 210 X 297mm sheets.

D2.4 The complete working drawings shall be done on computer using AutoCAD 2000 or later format. Drawing layering standards shall conform to American Institutes of Architects (A.I.A.) long format layering convention. Maximum standard size of drawings shall be metric sheet sizes 594 X 841mm (A1) with standard smaller sizes to be (A4) 210 x 297 mm sheets. Standard size of drawings shall be metric sheet sizes (A1) 594 x 841 mm with smaller sizes to be (A2) 420 x 594 mm.

D2.5 Prior to the start of construction the Contractor shall prepare and deliver to the Contract Administrator one (1) set of construction drawings and specifications consistent with D2.3 and D2.4 in hard copy and on electronic media (CD or DVD) of all disciplines: Architectural, Structural, Mechanical, and Electrical, etc.

D2.6 Prior to Total Performance the Contractor shall prepare and deliver to the Contract Administrator:

- (a) one (1) set of "As-built" drawings and specifications consistent with D2.3 and D2.4 in hard copy and on electronic media (CD or DVD) of all disciplines: Architectural, Structural, Mechanical, and Electrical;
- (b) a complete full-size set of hard copy "As-built" drawings on mylar;
- (c) four sets of instruction manuals each consisting of installation data, parts list, operating instruction and recommended maintenance procedures (Operation and Maintenance Manuals).

D2.6.1 Total Performance of this Contract will not be achieved until the City has received all "As built" drawings, Operation and Maintenance Manuals and all warranty or other deficiencies identified in the construction contracts have been resolved.

- D2.7 The design and construction of the Public Works East Yards shall be completed in accordance with the requirements of the City's Universal Design Policy and the City's Accessibility Design Standard.
- D2.8 The City reserves the right to delete all work associated with the Fleet Maintenance Component of the Project should an alternate Fleet Service Facility option be pursued. In such case the City may negotiate terms and conditions for design and construction of an alternate Fleet Maintenance Component/Facility to be located on site with the Contractor. Alternatively, the City may deduct this portion of the project in its entirety from this Project for future development under a separate project.
- D2.9 The City reserves the right to negotiate for additional work, related to the East Yard Complex, should the Project requirements warrant revisions.
- D2.10 It is the City's intent to engage an independent commissioning agent during the Design phase of the Project. The Design Build Team shall cooperate and coordinate with the Commissioning agent during the Design, Construction and Commissioning Stages of the Project.

D3. DEFINITIONS

- D3.1 When used in this Request for Proposal:
- (a) "**Design Build Team**" means the team which may include a Developer, Builder, Architect, Engineer or any other discipline required to complete the Work of the Contract.
 - (b) "**Project**" means the Design and Construction of the Public Works East Yard Complex;
 - (c) "**LEED**" means **Leadership in Energy and Environmental Design (LEED) Green Building Rating System®**

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
Barry Evenson, P. Eng.
Manager of Municipal Accommodations
3rd Floor, 185 King Street
Winnipeg, Manitoba
Telephone No. (204) 794-4401
Facsimile No. (204) 986-7311
- D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

- D5.1 Further to C6, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.
- D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 Further to C5, Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D6.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- D6.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- D6.2.1 Further to D6.2, all reports, drawings, calculations, designs, plans, leading practices, specifications, and other data, information and all material utilized, collected, compiled, drawn and produced (including digital files) to carry out the Work contemplated in this Contract are solely the property of the City, with the exception of the materials and information in the possession of the Contractor prior to the commencement of this project, and the Contractor's copyright in such property, if any, is hereby assigned to the City.
- D6.2.2 Without prejudice to any rights which may exist in the City by virtue of any prerogative rights and powers or by virtue of the Copyright Act of Canada, as amended from time to time, the Contractor assigns all present and future rights in the copyright in the Deliverables absolutely and immediately to the City. Furthermore, the City or any third party granted a right through the City, may use the Deliverables or any part thereof for, or apply it to, other studies or projects without the Contractor's consent and without any payment or compensation whatsoever. If the City or any third party granted a right through the City elects to so use or apply the Deliverables to another project, it does so at its own risk and the Contractor shall not be liable in any way for such other use or application or any adverse consequences flowing therefrom.
- D6.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

D7. NOTICES

- D7.1 Notwithstanding C23.2.2, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: (204) 949-1174

D8. FURNISHING OF DOCUMENTS

- D8.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Bid Opportunity. If the Contractor requires additional sets of the Bid Opportunity, they will be supplied to him at cost.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 The Contractor 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 Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. SAFE WORK PLAN

- D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) 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.
- D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm> .

D11. INSURANCE

- D11.1 During the term of this contract the Contractor shall provide and maintain the following insurance coverage:
- (a) general liability insurance on an occurrence basis in the amount of at least \$5,000,000 with a minimum \$5,000,000 general aggregate for bodily injury, property damage, personal injury and products and completed operations with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause or severability of interest clause, contractual liability and insurance to remain in force at all times during the performance of the Work;
 - (b) 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, to remain in place at all times during the performance of the Work;
 - (c) all risks course of construction insurance in the amount of one hundred percent (100%) of the total Contract Price, written in the name of the Contractor and The City of Winnipeg, at all times during the performance of the Work and until the date of Total Performance;
 - (d) contractor's pollution insurance on a per claimant basis for at least \$2,000,000.
- D11.2 The Contractor will ensure that:
- (a) sub contractors are required to carry general liability insurance for the same limits and coverage as outlined in B1.1(a);
 - (b) consultants and sub consultants are required to carry at least \$2,000,000 professional errors and omissions liability insurance during the term of this contract and for 12 months after Total Performance.
- D11.3 Deductibles shall be borne by the Contractor.
- D11.4 The Contractor 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.
- D11.5 The Contractor 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.
- D11.6 During the term of this contract the City shall provide and maintain the following insurance coverage:
- (a) wrap up liability insurance with 24 months completed operations on an occurrence basis in the amount of at least \$10,000,000 inclusive covering bodily injury, property damage, personal injury, products and completed operations and including cross liability or severability of interest; broad form completed operations, broad form contractual liability, and limited pollution 120 hours reporting.
 - (b) The Contractor shall be responsible for deductibles up to \$25,000. maximum of any one loss

D11.7 The City will carry such insurance to cover all parties engaged in the Work in this Contract. Provision of this insurance by the City of Winnipeg is not intended in any way to relieve the Contractor from his obligations under the terms of the Contract. Specifically, losses relating to deductibles for insurance, as well as losses in excess of limits of coverage and any risk of loss that is not covered under the terms of the insurance provided by the City of Winnipeg remains with the Contractor.

D12. PERFORMANCE SECURITY

D12.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D12.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D12.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

D13. DETAILED PRICES

D13.1 The Contractor shall provide the Contract Administrator with a detailed price breakdown (Form I: Detailed Prices) 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.

D13.2 The Contractor shall state a price for each item or sub-item of the Work identified on Form I: Detailed Prices. The detailed prices must be consistent with the price(s) provided in the Contractor's Bid.

D14. SUBCONTRACTOR LIST

D14.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) 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.

D15. DETAILED WORK SCHEDULE - CONSTRUCTION

D15.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site.

D15.2 The detailed work schedule shall consist of the following:

- (a) a critical path method (C.P.M.) schedule for the Work;
 - (b) a Gantt chart for the Work based on the C.P.M. schedule; and
- all acceptable to the Contract Administrator.

- D15.3 Further to D15.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:
- (a) Design Development Completion
 - (b) Construction Document Completion
 - (c) Construction Start
 - (d) Substantial Completion
 - (e) Total Completion
- D15.4 Further to D15.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

SCHEDULE OF WORK

D16. COMMENCEMENT

- D16.1 The Contractor shall not commence any Work until
- (a) he is in receipt of a notice of award from the City authorizing the commencement of the Work
 - (b) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) evidence of the insurance specified in D11;
 - (iv) the performance security specified in D11;
 - (c) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.
- D16.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) the Safe Work Plan specified in D10;
 - (ii) the detailed prices specified in D13;
 - (iii) the Subcontractor list specified in D14;
 - (iv) the detailed work schedule specified in D15; and
- D16.3 The Contractor shall commence the Work within seven (7) Working Days of receipt of the letter of intent.
- D16.4 The City intends to award this Contract by July 25, 2011
- D16.4.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D17. WORKING DAYS

- D17.1 Further to C1.1(gg), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.

- D17.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.
- D17.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.
- D17.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

D18. CRITICAL STAGES

- D18.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) 66% Design Documents Submission – September 30, 2011
 - (b) 100% Design Documents Submission – January 31, 2012
 - (c) Construction Commencement – March 1, 2012

D19. SUBSTANTIAL PERFORMANCE

- D19.1 The Contractor shall achieve Substantial Performance by May 1, 2013.
- D19.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D19.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D20. TOTAL PERFORMANCE

- D20.1 The Contractor shall achieve Total Performance by July 1, 2013.
- D20.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- D20.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D21. LIQUIDATED DAMAGES

- D21.1 If the Contractor fails to achieve Substantial Performance in accordance with the Contract by the day fixed herein for Substantial Performance, the Contractor shall pay the City One Thousand dollars (\$1000) per Calendar Day for each and every Calendar Day following the day fixed herein for Substantial Performance during which such failure continues.

- D21.2 The amount specified for liquidated damages in D21.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Substantial Performance by the day fixed herein for same.
- D21.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.
- D21.1 If the Contractor fails to achieve Total Performance in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City One Thousand dollars (\$1000) per Calendar Day for each and every Calendar Day following the day fixed herein for Total Performance during which such failure continues.
- D21.2 The amount specified for liquidated damages in D21.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D21.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D22. JOB MEETINGS

- D22.1 Regular weekly job meetings will be held by the Contractor. Meetings shall be attended by a minimum of one representative of the City and two representatives of the Contractor (one representative related to construction, one representative related to Architectural/Engineering portion of Work). Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D22.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D23. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D23.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D24. PLANT AND MATERIALS

- D24.1 Plant and Material that is the property of the City shall not be removed from the Site, disposed of or used except for the purposes of the Work without the prior consent of the Contract Administrator.
- D24.2 The Contractor shall keep such records of all Plant and Material supplied or placed in the care, custody and control of the Contractor by the City as the Contract Administrator may from time to time require and shall satisfy the Contract Administrator, when requested, that such Plant and Material are at the place and in the condition required by the City.

D25. SAFETY

- D25.1 Further to C6, the Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D25.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

- D25.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated;

D26. SITE CLEANING

- D26.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
- D26.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D26.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D27. INSPECTION

- D27.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D27.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D28. DEFICIENCIES

- D28.1 Further to C11, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D28.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.

- D28.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D28.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D28.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

MEASUREMENT AND PAYMENT

D29. INVOICES

- D29.1 Further to C12, the Contractor shall submit an invoice on a monthly basis for Work performed.
The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-0864
Email: CityWpgAP@winnipeg.ca

- D29.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) progress period;
 - (c) progress breakdown;
 - (d) the amount payable with GST and MRST shown as separate amounts; and
 - (e) the Contractor's GST registration number.

- D29.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

- D29.4 Bids Submissions must be submitted to the address in B9.9

D30. PAYMENT

- D30.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D31. WARRANTY

- D31.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

- D31.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.

- D31.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

- D31.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

RFP NO. 429-2011

DESIGN AND CONSTRUCTION OF THE PUBLIC WORKS EAST YARD COMPLEX AT THE FORMER
ELMWOOD NAIRN LANDFILL SITE

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D11)

(Date)

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY – RFP NO. 429-2011

DESIGN AND CONSTRUCTION OF THE PUBLIC WORKS EAST YARD COMPLEX AT THE
FORMER ELMWOOD NAIRN LANDFILL SITE

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding
in the aggregate

Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM I: DETAILED PRICES
(See D13)

**DESIGN AND CONSTRUCTION OF THE PUBLIC WORKS EAST YARD COMPLEX AT THE FORMER
ELMWOOD NAIRN LANDFILL SITE**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.	Design – General Requirements					
2.	Design - Schematic Design Phase					
3.	Design – Detail Design Phase					
4.	Design – Construction Documents Phase					
5.	Construction - General Requirements	Div 01				
6.	Concrete	Div 03				
7.	Metals	Div 05				
8.	Woods, Plastics & Composites	Div 06				
9.	Thermal & Moisture Protection	Div 07				
10.	Openings	Div 08				
11.	Finishes	Div 09				
12.	Conveying Equipment	Div 14				
13.	Fire Supression	Div 21				
14.	Plumbing	Div 22				
15.	Heating, Ventilating & Air Conditioning	Div 23				
16.	Integrated Automation	Div 25				
17.	Electrical	Div 26				
18.	Communications	Div 27				
19.	Electronic Safety & Security	Div 28				
20.	Earthwork	Div 31				
21.	Exterior Improvements	Div 32				
22.	Utilities	Div 33				
23.	Site Clearing & Earthwork	Div G				
24.	Yard & Parking Lot Construction	Div G				

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at: <http://www.winnipeg.ca/matmgt/Spec/Default.stm>.
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:
- (a) Appendix A – East Yard Complex Development Zone
 - (b) Appendix B - Basic Program of Requirements
 - (c) Appendix C - Outline Specifications
 - (d) Appendix D - Background Information

E2. SOILS INVESTIGATION REPORT

- E2.1 Further to C3.1, Geotechnical Investigation Report, and Preliminary Site Condition Assessment are provided in Appendix D.

E3. HAZARDOUS MATERIALS

- E3.1 If asbestos or other hazardous materials are encountered during the Work of the Contract, the Contractor shall stop all work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instruction by the Contract Administrator.