



## 520-2023 ADDENDUM 6

### REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR DETAILED DESIGN, TENDER FOR CONSTRUCTION, AND CONTRACT ADMINISTRATION OF THE NORTH GARAGE REPLACEMENT

ISSUED: August 21, 2023  
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### URGENT

**PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE BID/PROPOSAL**

**THIS ADDENDUM SHALL BE INCORPORATED INTO THE BID/PROPOSAL AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS**

Template Version: Add 2021-03-05

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**Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid/Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 10 of Form A: Bid/Proposal may render your Bid/Proposal non-responsive.**

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### FORM B: PRICES

Replace: 520-2023 Form B: Prices with 520-2023 Addendum 6 - Form B: Prices. The following is a summary of changes incorporated in the replacement Bid/Proposal Submission:

Form B(R2): Revise Item No. 1 and No. 2.

Page numbering on some forms may be changed as a result.

### PART B – BIDDING PROCEDURES

- Revise: 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 Consulting Contract Administrator of the error, discrepancy or omission at least **three (3)** Business Days prior to the Submission Deadline.
- Revise: B9.1 to read: The Proposal shall include a Fixed Fee for all disciplines for the phases **noted in D4.3(a) Design and Specifications Development, D4.3(b) Contract Document Preparations, and D4.3(c) Procurement Services.**
- For clarity, the Proposal shall not include fees for D4.3(d) Construction Services, or D4.3(e) Post Construction Services.**
- Revise: B9.2 to read: Adjustments to Fees associated with **D4.3(a) Design and Specifications Development, D4.3(b) Contract Document Preparations, and D4.3(c) Procurement Services** will only be considered based on increases to the Scope of Services of these phases.
- Add: B9.8: The Proposal shall consider the scope of Work for all services identified in D4.3, but shall only provide fees for services identified in D4.3(a) Design and Specifications Development, D4.3(b) Contract Document Preparations, and D4.3(c) Procurement Services. Fees associated with D4.3(d) Construction Services and D4.3(e) Post Construction Services shall be provided in accordance with B9.7.
- Add: B9.9: Fees associated with D4.3(d) Construction Services and D4.3(e) Post Construction Services has the potential to be negotiated with the Design Consultant prior to procurement of the General Contractor.

- Add: B11.13 For all personnel assigned to D4.3(d) Construction Services, and D4.3(e) Post Construction Services, provide future hourly rates for Construction Services (assumed to occur from 2025 to 2027), and Post Construction Services (assumed to occur after the completion of construction), which will be used as the basis for negotiation fees associated with these services.
- Revise: B12.7 to read: The Proposal should include Form P: Person Hours for all disciplines **for D4.3(a) Design and Specifications Development, D4.3(b) Contract Document Preparations, and D4.3(c) Procurement Services.**
- Revise: B12.10 to read: For each person identified in B11.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in **D4.3(a) Design and Specification Development, D4.3(b) Contract Document Preparation, and D4.3(c) Procurement Process.**

## **PART C – GENERAL CONDITIONS**

- Revise: C3.1 (a) to read: has investigated the nature of Services to be done and all conditions **in accordance with Good Industry Practice;**
- Revise: C5.3.1 to read: The City does not represent or warrant the accuracy or completeness of said information, except as specifically stated it can be relied on as set out in C3.1, and the Consultant shall so determine and rectify any errors or omissions therein, **to the extent applicable to the Services and in accordance with Good Industry Practice.**
- Revise: C7.2 to read: The Consultant shall perform, **in accordance with Good Industry Practice**, all Services required for the Project, including those identified in the Scope of Services, as well as any Change in Services.
- Revise: C7.5.1 to read: However, nothing done by the Consultant to remedy design errors or other deficiencies attributable to shortcomings of the Consultant **due to failure to perform the Services in accordance with Good Industry Practice**, including persons consulted, employed or supervised by it, shall entitle it to additional fees.

## **QUESTIONS AND ANSWERS**

Q1: Can the City please clarify whether performance security, including Bid Security will be required with the Proposal?

A1: To confirm, the Request for Proposals does not contain a requirement for Performance or Bid Security.

Q2: The RFP section B21 provides that the City reserves the right to negotiate details of the contract with any proponent. However, under From A, section 9 "Contract" the bidder must certify that it agrees to the terms and conditions of the RFP, in C.4.3 of the General Conditions, it is stipulated that the "Contract is formed upon receipt of the Award Letter by the Consultant" which must thereafter be executed within 7 calendar days. We are looking to understand when the opportunity to negotiate Contract terms would be entertained by the City. Can the City clarify the following: 1) does the City intend to negotiate the Contract with a bidder, and if so at what stage of the process?; 2) will the City entertain Contract negotiation after Award Letter?

A2: If Proponents have required negotiations or edits to the terms of the Request for Proposals, these edits should be contained within their bids. The City will then evaluate all bids in accordance with the RFP, and may, pursuant to B21, negotiate details of the Contract with the most advantageous Proponent. This will occur prior to dispatch of the Award Letter.

Q3: Would the City consider a consequential loss waiver added to the Terms and Conditions? The City's proposed terms and conditions do not exclude liability for consequential damages or lost profits. In the absence of such an exclusion the Consultant may find itself liable for types of damages or losses not covered by insurance. We believe that a fair and mutual consequential loss waiver is in the interest of all project parties, including by helping

to minimize the risk of bankruptcy or insolvency and to effectively price the scope of services. Sample language is as follows:

“Exclusion of Consequential Damages: In no event shall either party be liable to the other, or their respective directors, officers or employees, under this Contract for: (i) any consequential, incidental, special, punitive, exemplary or indirect damages; or (ii) damages of any kind, however caused or characterized, for loss of actual or anticipated revenue or profits, business interruption, loss of reputation, loss of use, loss of business opportunity, increased capital or operating costs, or increased financing costs; arising out of or related to any causes of action, whether in tort, contract or otherwise”

A3: This requested change will not be made.

Q4: The requirements to “defend” in the Section C 13 Indemnity, particularly C 13.6, and C 13.7 are not insurable and the Consultant may need to price and account for these. Would the City consider removing the requirement to “defend” from these sections?

A4: This requested change will not be made.

Q5: Can the City confirm whether the additional indemnification requirement set out in Supplementary Conditions D 18.3.1 will be subject to the limitation limit set out in GC C13.2? If not, will the City consider revising section D 18.3.1 to add language similar to that in C13.2 to limit the Consultant’s obligations? See below for proposed revisions in underline:

D. 18.3.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Design Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Design Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Design Consultant, to a maximum of the Contract Price or two million dollars, whichever is greater, except those resulting from the breach or negligence of any of the Government of Canada’s or the Government of Manitoba’s Ministers, officers, servants, employees, or agents, as the case may be.

A5: The Supplementary Condition indemnity is a required term of an applicable funding agreement, and does not include provision for a limit.

Q6: The 2023 budget suggests that the total capital budget for the project is \$155 million. While this amount will not be used as a basis for our fee estimate, it seems very low for the number of buses anticipated for the garage and site. Please confirm the budget.

A6: No additional information will be provided.

Q7: Under E14.3, the proponents will consider public engagement sessions. Please confirm only two public sessions (at 33% and 99% design) will be required.

A7: Yes, see E14.8 and E14.13.

Q8: There are several mentions of a future requirement to fuel/service compressed natural gas (CNG) buses indoors. However, in the RFP, there is no mention of CNG buses. Please clarify. Also, please confirm that fueling natural gas vehicles indoors is a requirement.

A8: The information found in the RFP is the most up to date information. The Zero Emission Bus Program has evolved since the 2019 document was produced when CNG was being considered. As per the RFP, the intent for opening day is to support electric and diesel buses with provisions for hydrogen fuel cell as per D3.12 (f) and E15.10.1 (a).

Q9: Regarding D18.3.2: Note Canada's and Manitoba's liability are additionally waived for "for any damages in Contract, tort (including negligence) or otherwise".

A9: This clause is consistent with the funding agreement between the funding parties.

Q10: Regarding D18.3.1: The last two bullets are otherwise generally inconsistent with Canada's and Manitoba's services agreements. Please clarify.

A10: This clause is consistent with City of Winnipeg RFPs.

Q11: Please clarify what class of cost estimate is expected at the 33%, 66% and 99% design stages.

A11: The class for cost estimates are as per the City of Winnipeg's Cost Estimate Classification.

Q12: In Section E Vision, clause E3.1.1 "...host community of Point Douglas..." Please clarify the intent in the City's Vision statements with regard to the neighbourhood context.

A12: Consider the landscape architectural, building façade, landscaping and other external visual features in the context with the neighbourhood and surrounding residential and commercial area.

Q13: What is the anticipated Construction Budget for the project?

A13: The anticipated construction budget will not be provided.

Q14: There appears to be overhead power in the Selkirk Right of Way and Lot 49 Plan 2432. Are these to remain or to be accommodated within an easement.

A14: The Design Consultant will be responsible to determine the technical and property related requirements related to the overhead power line in the Selkirk Right-of-Way and Lot 49 Plan 24342 as a part of the design.

Q15: If existing City water supply and wastewater discharge systems (off-site, or on-site within the Selkirk Right of Way) are insufficient in capacity and require upgrades, are the design of such upgrades additional scope?

A15: If existing City underground infrastructure require upgrading, upsizing, or renewal work, etc. to achieve the technical requirements of the RFP, this will be completed outside of this Contract.

Q16: Have condition assessments been completed for City infrastructure within the Hyde Avenue Right of Way, Selkirk Avenue Right of Way, and Lot 49 Plan 24342? If not, are these required to be completed by the Consultant? If there are repairs or rehabilitation required, either backlogged or determined through future assessments are engineering services for any remediation out of scope?

A16: Condition assessments have not been completed. If existing City underground infrastructure require upgrading, upsizing, or renewal work, etc. to achieve the technical requirements of the RFP, this will be completed outside of this Contract.

Q17: Regarding E8.5: To what level is the consultant being expected to "confirm the capacities of the existing systems"? Is the intent for the designer to contact the specific City departments for confirmation of the capacities of the existing systems offset and design the onsite works to accommodate accordingly?

A17: The Design Consultant shall be fully responsible during the design stage to confirm the capacities of the existing systems including coordination with City Departments as required.

- Q18: Regarding E8.2(h), E15.7.5: Does Transit have any design requirements more stringent for maximum depth of stormwater storage on paved site areas than those designated in <https://legacy.winnipeg.ca/waterandwaste/dept/comDevParkLots.stm>
- A18: Stormwater storage shall be designed according to City of Winnipeg Water and Waste Department requirements.
- Q19: Regarding E8.2(h), E15.7.5: As B4.5 prohibits contact to the City during the proposal period, can the Consulting Contract Administrator provide, through a request to the Water and Waste Department, the allowable “c” runoff coefficient for the parcels to be developed on.
- A19: The Design Consultant will be required to obtain relevant design coefficient's during the Design Phase.
- Q20: Is the site required to accept drainage from any adjacent properties and if so, what properties and will the Land Drainage Branch of the Water and Waste Department provide any incoming flow rates.
- A20: The Design Consultant will be responsible to produce a design that accommodates drainage for the Site. The Design Consultant is responsible to obtain the necessary information to complete the design, during the Design Phase.
- Q21: Further to item D11.2 (b) Please confirm the requirement for Project Specific liability insurance can be waived. We do not believe it serves a purpose for consulting services and is more common with general contractors with much larger capital cost projects. Insurance premiums could vary across the consultants but not by much. To the best of our knowledge such project specific insurance would cost in the range of \$250,000 to \$500,000. We don't believe it's the City's intent to spend such exorbitant amount on a type of insurance that is not common in the consulting industry.
- A21: No change will be made.
- Q22: Further to item D11.2(c) can the automobile insurance be reduced from \$5M to \$2M? Two million is the typical requirement in the industry. Why is a higher amount being contemplated?
- A22: No change will be made.
- Q23: Can the City clarify the scope of work with respect to third-party commissioning authority services? Our interpretation is that these services are expected to align with the minimum requirements of the Efficiency Manitoba New Buildings Program – Performance Pathway, LEED V4.1 Fundamental Commissioning and Enhanced Commissioning Option 1, Path 1. Please clarify whether additional Enhanced Commissioning credits will be targeted and/or additional commissioning services are required above this baseline.
- A23: As per E19.5, the Design Consultant must provide independent third-party services for commissioning. It is the responsibility of the Design Consultant to determine which LEED credits are targeted for the design to achieve LEED Silver Certification.
- Q24: Further to item 'E25.10.3 Provide recommendations and design for dedicated fibre optic data connection to existing control centre at Fort Rouge Garage' we are assuming that our scope is to provide recommendation for the best way to have a fiber link between the 2 sites, the design work will include coordination with telecom carrier to lease a dedicated fiber link/channel for this connection, and fiber interface design at both sites between Transit network and telecom carrier incoming fiber. We are not being asked to actually design the fiber cable line for the 10km distance.
- A24: The Design Consultant is to work with a telecom such as Bell or Shaw for a dedicated fibre optic connection between the two facilities and the interface design. You are not being asked to design the cable installation.

- Q25: B10.2(f) states that we need to provide 2 references names for each project. It is typically common practice to only provide 1 reference per project. Will the City accept 1 reference per project?
- A25: This requirement will not be altered.
- Q26: Please confirm if a Climate Lens: Climate Change Resilience Assessment and Climate Lens: Greenhouse Gas Mitigation Assessment are required to be completed by the consultant as part of this project.
- A26: At this time, these two reports have been completed. These two Climate Lens Assessments are not anticipated to be required further into the project.
- Q27: Please confirm that the Design Consultant is to be completing the Remedial Action Plan (E9.3), per Manitoba Regulatory Framework, on behalf of the City and after the City completes the additional Phase II ESAs.
- A27: Correct.
- Q28: Please confirm that the Design Consultant is not to be completing the additional required Phase II ESAs (E10). And that these Phase II ESAs will be completed in a timely manner to meet the needs of E9.3?
- A28: Correct. The anticipation is that this work will be provided in November 2023 upon award.
- Q29: When will the Geotechnical Investigation Report be issued to the successful proponent?
- A29: The geotechnical report is anticipated to be provided shortly after award in November 2023.
- Q30: Does the \$150,000.00 cash allowance for the environmental and geotechnical investigation include any additional geotechnical work required?
- A30: The Cash Allowance includes potential further environmental investigation and geotechnical investigation that may be required over and above what will be provided by the City. It does not include any environmental or geotechnical analysis or design that will be required by the Design Consultant upon receipt of the information from the City or from the potential additional investigations. Note that the cash allowance has been revised to \$250,000.00, in Addendum 4.
- Q31: Throughout the RFP, the City distinguishes between “public” and “stakeholder;” please confirm the City will similarly cover costs for targeted stakeholder engagement communications (subject to similar prior approval of costs as noted).
- A31: The City will not cover costs for targeted stakeholder engagement communications.
- Q32: Please provide details of the conceptual storm water design, if available. If there is no storm water conceptual design, is there an intention or preference for the successful proponent to design a dry pond or wet pond or underground storage? Given that, per E15.7.5, site runoff needs to be designed to meet the maximum allowable flows as instructed by the City of Winnipeg’s W&WD - Land Drainage Branch, can the design “C”-value be provided so as to pre-screen the different options for sizing/viability?
- A32: A conceptual stormwater design has not been completed for the Site. It will be the responsibility of the Design Consultant to complete the storm water design for the Site, including confirmation of any required design parameters.
- Q33: The RFP indicates that Programme Validation will be required at the outset of the project. Can the City confirm that the Programme information to be provided to the successful proponent will include Detailed Space Summary Table, Individual Room Data Sheets, and Equipment Lists/specifications, and that this Programme will have been reviewed and signed off by Stakeholders at the time of project start-up?

A33: A project introduction meeting and initial workshop took place with Transit. The information gathered will be provided to the successful Bidder at the time of award. However, it will be the Design Consultant's responsibility to hold additional meetings with Stakeholders, including various groups within Transit, as stated in D4.5(b)(i), to prepare any required documents in order to have them signed off by the appropriate groups.