



520-2023 ADDENDUM 7

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

ISSUED: August 23, 2023
BY: Taran J. Peters
TELEPHONE NO. 204 453-2301

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

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.

FORM B: PRICES

Replace: 520-2023 Addendum 6 – Form B: Fees with 520-2023 Addendum 7 – Form B: Fees. The following is a summary of changes incorporated in the replacement Bid/Proposal Submission:

Form B(R3): Revise Item No. 2.

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

PART B – BIDDING PROCEDURES

Revise: B9.7 to read: The Proposal shall include a Time and Expenses based cash allowance in the amount of **three hundred thousand dollars (\$300,000.00)** for services related to remediation efforts resulting from the Phase II Environmental Site Assessment (See E10), additional geotechnical site investigation (See E11), material field and lab testing (See E28.3(e)), **and independent commissioning for LEED (See E19.5)** required that is provided to the Design Consultant. All effort being completed against this cash allowance must be submitted in writing including description of activity and breakdown of fees with rates, and approved by the City Team prior to any Work being completed. Mark ups for profit, overhead and other costs will not be permitted.

PART D – SUPPLEMENTAL CONDITIONS

Revise: D4.5(e)(ii) to read: **Participate with the independent commissioning of E19.5, in the review, commission, and performance monitoring** of all new process equipment installed;

PART E – SPECIFICATIONS

Revise: E19.5 to read: The Design Consultant must provide independent third-party services for commissioning. The commissioning authority must have experience in at least two (2) building projects with a similar scope of work, with experience extending from early design phase through at least ten (10) months of occupancy. **This will be paid for by the City, out of the Cash Allowance outlined in B9.7.**

QUESTIONS AND ANSWERS

Q1: Please consider granting a one-week extension considering the significant number of clarifications issued via Addendum number 6. This will enable us to prepare a comprehensive response for the City.

A1: No further extension will be made to the Submission Deadline.

Q2: Regarding B11.13, Please clarify the level of detail expected – i.e. all personnel who could conceivably perform services in these Phases, or can this be simplified to Senior & Intermediate Architecture, Engineering, and Specialist roles?

A2: The City will evaluate the information provided by the Bidders.

Q3: Regarding B11.13, does the City intend for Proponents to name additional personnel other than the Key Individual of the Resident Site Inspector, or are rates per role acceptable?

A3: The City will evaluate the information provided by the Bidders.

Q4: B22.5 states, "...Fees will be evaluated based on Fees submitted in accordance with B9" (the Fixed Fee submission). Please confirm that the information submitted for B11.13 will not be a rated component of the submission.

A4: Correct.

Q5: Regarding B11.13, please clarify:

- i) If the City intends to issue a future addendum to make this a rated element:
 - a. How will the 40% fee component be allocated between the Fixed Fee submission and these future hourly rates?
 - b. How will the City fairly evaluate this submission across multiple consultants?

A5: Not applicable given the response to Question 4 above.

Q6: Can the City kindly confirm that the Design Consultant will not be required to take on the role of prime contractor in accordance with applicable health and safety laws and regulations and that this responsibility will remain with the Contractor or the City, as applicable.

A6: The Design Consultant will not be the Prime Contractor, the General Contractor defined in D5.1 (k) will be the Prime Contractor.

Q7: Pertaining to D11.2(b): please note that project specific professional liability insurance (PSPLI) is not the industry norm at \$10M which will be a significant charge to the fee to be proposed by proponents. For this size of project and that level of PSPLI, the City will experience fee proposals with the purchase of the policy that will exceed \$500k. The statement of D11.5 requiring subcontractors to carry the same is not accurate if the proponent is obtaining a PSPLI – that policy will cover all subs on behalf of the prime consultant. Statement D11.5 would be required if the City of Winnipeg requires every proponent to have practice PLI. Given the requirement of PSPLI, can the bid form be modified to show the effect to the fee for each proponent to indicate to the evaluators of this RFP response the amount of money that won't be used for design?

A7: The Form B will not be modified. Bidders may include fees associated with Project Specific Professional Liability Insurance in the fees table (Form P: Person Hours, or a table of their own design) included with the proposal submission.

Q8: Can the City please clarify whether the City is looking for the Consultant to (i) procure Project Specific Professional liability insurance under section D11.2; or (ii) evidence the required professional liability insurance amount via its corporate program?

- a) The Consultant can evidence the required insurance amount via its corporate program at no additional cost to the City; however if the City requires a project specific professional liability insurance policy, this will come with significant increased costs (at arguably no tangible benefit to the City).
- b) In the event that Project Specific Professional liability insurance is a requirement, please confirm that we are to show this additional cost (potentially upwards of ~\$1M premium to procure \$10M policy) as a separate line item on the Time Task Matrix. The tender form only lists one lump sum for all fees.
- c) Our desired proposed change to the clause is below:

“Project specific professional liability insurance covering the services provided by the Consultants for the Project. Such insurance shall provide minimum coverage of ten million dollars (\$10,000,000.00) per claim and in the aggregate. The insurance shall be maintained for twenty-four (24) months after the Project has been completed, or the policy shall be endorsed to allow for a twenty-four (24) month reporting period after Total Performance;”

A8: No changes will be made. Regarding Q8 (b), see response to Question 7 above.

Q9: Further to RFP section B12.4, we are being asked to address the proposed project budget. However, we note that the RFP contains no information on the proposed budget. The Basis of Estimate Memo contains no financial information. Please clarify.

A9: No additional information will be provided.

Q10: Further to Addendum 6, Q&A6, please confirm that the figure \$155M did not come from the RFP documents. Our RFP documents do not seem to have any budgetary information included yet we are being asked to comment on the proposed project budget (per item B12.4(c)).

A10: No additional information will be provided.

Q11: Due to the changes we need to make to our proposal per Addendum 6 can the City of Winnipeg please grant an extension?

A11: No further extension will be made to the Submission Deadline.

Q12: Based on Addendum 6 Item B.9.1, how do we portion LEED and Commissioning consulting services? Do we provide a fee based on items (a), (b), and (c) only?

A12: See revisions in Addendum 7 listed above.