



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 1062-2015

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR DESIGN
AND CONTRACT ADMINISTRATION OF ELECTRICAL MAIN DISTRIBUTION PANEL
UPGRADE AND INSTALLATION OF A POWER GENERATOR SET AT WINNIPEG TRANSIT**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR DESIGN AND CONTRACT ADMINISTRATION OF ELECTRICAL MAIN DISTRIBUTION PANEL UPGRADE AND INSTALLATION OF A POWER GENERATOR SET AT WINNIPEG TRANSIT

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon. Winnipeg time, December 16, 2015.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

- B3.1 The Project Manager or an authorized representative will conduct a Site Investigation tour of the facility located at 421 Osborne Street on December 4, 2015 at 10:00 AM.
- B3.2 Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Proponents attend.
- B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Site Investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Project Manager in writing.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Project Manager identified in D2.
- B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.
- B4.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.
- B4.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B4.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

B5. CONFIDENTIALITY

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B6. ADDENDA

- B6.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.2.2 The Proponent is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B8;
 - (b) Fees (Section B) in accordance with B9;
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
 - (c) Project Understanding and Methodology (Section E) in accordance with B12; and
 - (d) Project Schedule (Section F) in accordance with B13.
- B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

- B7.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and three (3) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

- B8.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;

- (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

B9. FEES (SECTION B)

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

B9.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B9.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B9.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

B9.5 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B10.1 Proposals should include:

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

B10.2 For each project listed in B10.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted construction cost and final construction cost;
- (d) design and construction schedule (anticipated Project schedule and actual project delivery schedule, showing design and construction separately);
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project).

B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

B11.1 Describe your approach to overall team formation and coordination of team members.

B11.1.1 Include an organizational chart for the Project.

B11.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.

B11.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers per project).

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B12.2 Methodology should be presented in accordance with the Scope of Services identified in D4.

B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B12.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the urban design issues;
- (c) the proposed Project construction budget;
- (d) the City's Project methodology with respect to the information provided within this RFP; and
- (e) any other issue that conveys your team's understanding of the Project requirements.

B12.5 For each person identified in B11.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B13. PROJECT SCHEDULE (SECTION F)

B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B14. DISCLOSURE

B14.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B14.2 The Persons are:

- (a) Dillon Consulting Ltd.
- (b) SMS Engineering Ltd.
- (c) Stantec Consulting Ltd.
- (d) KGS Group Consulting Engineering

B15. QUALIFICATION

B15.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.

B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B15.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B15.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/> .

B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised 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.

B16.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B18.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B19. INTERVIEWS

B19.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 10%
- (f) Project Understanding and Methodology (Section E) 20%
- (g) Project Schedule. (Section F) 10%

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

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

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

B21.5 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.

B21.6 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.

B21.7 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.

- B21.8 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B21.9 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Proponent in lieu of execution of a Contract.
- B22.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B22.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:

Adolfo Laufer, P.Eng., PMP

Email: alaufer@winnipeg.ca

Telephone No. 204 986-2380

D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D2.3 Proposal Submissions must be submitted to the address in B7.10

D3. BACKGROUND

D3.1 The Fort Rouge Transit Base at 421 Osborne Street includes two major buildings (Storage Garage and Repair Garage/Administration) that total approximately 480,000 sq. ft. in area. The base was constructed in two phases with approximately 400,000 sq. ft. of buildings completed in 1969 and 80,000 sq. ft. completed in 1978.

The main electrical distribution consists in a Westinghouse 2,500 Amps 347/600 Volt Switch Board. This main panel is located at the Electrical Vault, southwest corner of the Storage Building, and supplies electrical power to the whole facility. It is fed from a 1,500kVA Manitoba Hydro transformer located in the adjacent room or Transformer Vault.

This distribution panel DP #2 provides power to the Storage Building, including all the lighting, fuel pumps, service and wash bays, heating and HVAC, IT equipment and office areas, among other services. It also supplies power through the tunnel to the distribution panels DP #1, DP #3 and DP#4 in the Repair Garage / Administration.

Distribution panel DP #1 is split into DP #1a and DP #1b, both located at the UPS room of the Repair Garage/Administration while DP #3 and DP #4 are located in the boiler room in the basement of the Repair Garage/Administration.

Together they supply all the electrical requirements for the Repair Garage/Administration including but not limited to air compressors, hydraulic hoists, process equipment, heating and HVAC, lighting, IT equipment, administrative office area, Uninterruptible Power Supply, computer room with its servers, switches and cameras, Transit Control Center, training offices, Traffic Signal and Communications branch and cafeteria.

D4. SCOPE OF SERVICES

D4.1 The Services required under this Contract shall consist of:

- (a) Electrical engineering design, including power generator set, transfer switch, distribution main panels, subpanels, breakers, bus systems, and all related components to provide the required functionality and expected future demands.
- (b) Design and Specification of a new diesel power generator and all related systems capable to maintain the regular operations of the facility

- (c) Design and Specification of a new or refurbished main electrical distribution panel and sub-panels and all related systems and components.
- (d) Incorporation of a capacitor bank to the electrical system so the Power Factor can be corrected appropriately.
- (e) Electrical analysis of current loads and bus duct systems, as well as recommendations for future demand shall be considered in the new design.
- (f) Mechanical and Structural Engineering Design as required to accommodate the new equipment.
- (g) Risk analysis to avoid any disruption of Transit operations during Construction.
- (h) Preparation of Bid Opportunity documents.
- (i) Resident and non-resident Contract Administration services.

in accordance with the following:

- (a) Pre-Design;
- (b) Schematic Design/Program of Requirements completion;
- (c) Design and Specification Development;
- (d) Contract Document Preparation;
- (e) Procurement Process;
- (f) Construction Services; and
- (g) Post Construction Services.

D4.2 The following are applicable to the Work. **These drawings should be used as reference only.** They are original to the building and do not show any updates or newer electrical upgrades or panels:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1062-2015_Drawing_2185-701-R4	Site Plan and Details
1062-2015_Drawing_2185-702-R4	Part Floor Plan-Garage North-Lighting
1062-2015_Drawing_2185-703-R4	Part Floor Plan-Garage North-Power
1062-2015_Drawing_2185-704-R4	Part Floor Plan-Garage South-Lighting
1062-2015_Drawing_2185-705-R5	Part Floor Plan-Garage South-Power
1062-2015_Drawing_2185-706-R5	Overhaul and Repair Shop Floor Plan Lighting
1062-2015_Drawing_2185-707-R10	Overhaul and Repair Shop Floor Plan Power
1062-2015_Drawing_2185-708-R10	Ways and Streets Facilities Building Lighting and Power
1062-2015_Drawing_2185-709-R5	Office Building Plans Lighting
1062-2015_Drawing_2185-710-R4	Office Building Plans Power and Systems
1062-2015_Drawing_2185-711-R5	Riser Diagrams
1062-2015_Drawing_2185-712-R14	Panel Schedules I
1062-2015_Drawing_2185-713-R8	Panel Schedules II
1062-2015_Drawing_2185-316-R2	Foundation and Roof Plan

D4.3 DESIGN SERVICES

D4.3.1 General

- (a) Analysis of current electrical loads, capacity and condition of existing equipment and provide recommendations to Transit.

- (b) The design shall be based on the outcome of the previous analysis and Transit requirements using the best industry and engineering practices.
- (c) Issue complete Bid Opportunity documents and construction engineer sealed drawings package with the required technical specifications complete with Form B: Unit Prices.
- (d) A pre-tender estimate must be provided to the Department's contact person for review at least fifteen (15) calendar days prior to tendering. The project shall not be tendered without this review.
- (e) Review and approval of shop drawings submitted by the Contractor and/or Supplier(s).
- (f) Digital files of the construction drawings shall be provided to the Department's contact person when the work is tendered.
- (g) Provision of appropriate response to bidders and advice to the Department during the period of tender call and, subject to acceptance by the Department, issuing addenda to the Bid Opportunity documents.
- (h) Review Bid submissions for completeness and prepare Bid submission tabulation
- (i) If required, arrange for a pre-award meeting(s) with the Department and the lowest qualified Bidder for which the purpose is:
 - (i) To establish that the Bidder has received all addenda.
 - (ii) To ascertain that the Bidder understands the scope of work in the Bid Opportunity.
 - (iii) To determine that the Bidder is capable of meeting the obligations of the detailed in the Bid Opportunity.
 - (iv) To secure advisement by the Bid of intended methods, materials, stages, timelines or sequences of the Contract that are of interest to the Department.
 - (v) To afford the opportunity for each participant to fulfil the obligation of disclosing any known obstacle(s) to the conduct of the Contract, or of any expectation of significant revision thereof, if known at that time.
- (j) Preparation of a report containing recommendations regarding award of contract and identifying reasons thereof, including identifying and explaining any variations in cost from the original engineer's estimate to the submitted Bid cost.
- (k) Provide the Contractor with assistance in obtaining any required permits necessary for the commencement of construction.

D4.3.2 Design Services shall include but not limited to:

- (a) Confirming the scope of work required using professional engineering judgement
- (b) Prepare a schedule of goals, objectives and activities (Project Schedule) for the entire project, broken down to an acceptable, measurable level and provide comprehensive management of the project. Monitor and maintain the same in a manner acceptable to the City;
- (c) Review and incorporate regulatory requirements into the project plan and schedule. Obtain approvals from appropriate regulatory agencies as necessary;
- (d) Collect relevant information from all utilities, as well as review record drawings, reports and other information that will be provided by Winnipeg Transit and the City;
- (e) Conduct site explorations, measurements, investigations and surveys needed as may be mutually agreed to by Winnipeg Transit and the City;
- (f) Create a master electrical schematic showing critical loads, size and location of current main panels and sub-panels, and its room for expansion
- (g) Indicate modification to existing panels if required;
- (h) Indicate number of construction phases to implement the complete project and scope of work of each phase;
- (i) Create a risk assessment to be considered during Construction.

- (j) Propose new power generator set and indicate specifications, space requirement and proposed location;
- (k) Propose new or refurbished main electrical panels and study for proper redundancy in case of failure.
- (l) The electrical design shall include a capacitor bank for Power Factor correction
- (m) Take under consideration that the normal operation of the Transit Department and its repair garage cannot be affected during Construction;

D4.3.3 Electrical Engineering

- (a) Design will be required for the following components:
 - (i) Analysis of electrical power distribution, including but not limited to current loads, capacity study, future requirements, condition of equipment and recommendations. Transit will provide most current load studies and Power Quality Benchmark performed earlier in 2015.
 - (ii) Based on the outcome of the study, design and specification of a new or refurbished main electrical distribution panel to replace DP #2 and to be located in the same Electrical Vault. Redundancy main disconnect switches or breakers for serviceability should also be considered at this point. The design must be completed and include all related systems and components.
 - (iii) The design should maximise the use of existing infrastructure in satisfactory conditions.
 - (iv) Design and Specification of a new diesel power generator set, transfer switch and all related systems capable to maintain the regular operations of the facility. The generator set must be located outside the facility to avoid any ventilation issues and properly sized according to the results of the electrical study. The final outside location of the generator set must be agreed with the Transit Department.
 - (v) A capacitor bank must be incorporated to the electrical system so the Power Factor can be corrected appropriately.
- (b) Design and Engineer sealed drawings must show all bus ducts, breakers, switches and required electrical components required for proper installation and operation of all new equipment. Any existing conduits, cables, switches, junction boxes and all related components no longer in use to be removed.
- (c) Provide electrical schematics and single line drawings of the new main electrical riser diagram, generator set, transfer switch, as well as location and schedule of all electrical panels.
- (d) All standards, building code requirements and regulations must be satisfied according to all the authorities having jurisdiction.

D4.3.4 Structural Engineering

- (a) Design will be required for the following components:
 - (i) Mounting and supporting of new equipment including but not limited to electrical generator, main electrical panel and sub-panels and associated components.
 - (ii) Miscellaneous paraphernalia such as equipment hoists and cranes, hatches and ladders
- (b) All standards, building code requirements and regulations must be satisfied according to all the authorities having jurisdiction.

D4.3.5 Mechanical Engineering

- (a) Design will be required for the following components:
 - (i) Determine if existing room conditions are adequate for the addition or replacement of the new equipment.
 - (ii) Ventilation requirements.

- (b) All standards, building code requirements and regulations must be satisfied according to all the authorities having jurisdiction.

D4.3.6 Construction Drawings

- (a) Construction Engineer Sealed Drawings are to be prepared by the Consultant and will be included as part of the Bid Opportunity Documents.
- (b) Provide digital PDF's of the Construction Drawings to be posted on the City of Winnipeg web site for the bidding period.

D4.4 CONTRACT ADMINISTRATION SERVICES

D4.4.1 Non-Resident Services

- (a) Personnel with demonstrated experience in the design and contract administration of the Electrical (as well as Structural and Mechanical if required) components the Works are to be assigned to this project.
- (b) Consultation with and advice to the Department during the course of construction.
- (c) Coordinate and conduct a pre-construction meeting with all other relevant parties in attendance and provide minutes of meeting to all in attendance and those to be copied.
- (d) Review and acceptance of shop drawings and manufacturers' drawings supplied by the Contactor or supplier to ensure that the shop drawings are in conformance with the Contract Drawings and Specifications, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (e) Acceptance of alternate materials and methods, subject to prior acceptance by the City without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (f) Provide a detailed monthly "Cost to Complete" report. This report is to include the actual costs to date, plus projected costs to complete the project including allowances for any unforeseen cost with explanation and justification. The report shall identify any expected budget overruns or surpluses.
- (g) Furnish copies to the Department of all significant correspondence relating directly or indirectly to the project by parties external to the Consultant's Contract Administrator.

D4.4.2 Resident Services

- (a) Personnel with demonstrated experience in the design and contract administration of the Electrical (as well as Structural and Mechanical if required) components the Works are to be assigned to this project.
- (b) Ensure that Quality Assurance/Quality Control (Qa/Qc) is undertaken to Code requirements and City standards.
- (c) Arrange for weekly job meetings at the worksite throughout the duration of the contract work. The meetings are to be attended by the Contract Administrator or his/her designate, the Contractor and the City's contact person.
- (d) Minutes of all site meetings shall be recorded and distributed to all in attendance and the copy list.
- (e) Without relieving the Contractor of his contractual and legal obligations in respect thereof, conduct detailed inspection of construction sufficient to ensure that the Work carried out by the Contractor is in conformance with the Drawings and Specifications.
- (f) Co-ordination and staging of other works by third parties on the site including, but not limited to, Manitoba Hydro, City departments affected by this Work and other City forces.
- (g) Reports are to be promptly made to the City's contact person regarding unusual or changed site conditions which may or will result in extra work to the project.
- (h) All extra work for the project must be reviewed and approved by the City's contact person prior to approval being given to the Contractor to undertake the Work.

- (i) Keep a continuous and accurate record of working days and days lost due to inclement weather or other unforeseen circumstances during the course of construction.

D4.4.3 Project Closeout

- (a) Final Inspections and Project Acceptance
 - (i) As coordinated with the City's contact person and the Contractor, provide inspection of the completed Works to establish the project milestones of Substantial Performance, Total Performance, and Final Acceptance of the completed project.
 - (ii) Complete and submit record drawings of the completed structural, MUA, electrical and instrumentation works to the City contact for review within two (2) months of the date of Substantial Performance of the Work.
- (b) Record Drawings
 - (i) The preliminary record drawing submission is to consist of a drawing transmittal letter to the Department's contact person, and along with one (1) complete set of full-size (A1) drawings prints for the Works
 - (ii) Record drawings are to include all construction details and materials of the completed works, including the following:
 - ◆ All construction details
 - ◆ Complete materials list for each individual component installed
 - ◆ Date of installation of Works (Substantial Performance)
 - ◆ Installation Contractor.
 - (iii) The reviewed record drawings will be returned with comments (if any) for completion. Once all revisions have been made, submit one (1) complete set of full size drawing for the Works, complete with the preliminary prints with comments, and the digital file for each as-constructed drawing.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.
- D5.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D5.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
 - (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Consultant who violates any provision of D5 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D7. INSURANCE

- D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D7.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$2 Million . per claim and \$2 Million in the aggregate.
- D7.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.
- D7.3 The policies required in D7.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D7.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a) and D7.2(c).
- D7.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D7.8.
- D7.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D7.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D7.8 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D8. COMMENCEMENT

- D8.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D8.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the insurance specified in D7;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D8.3 The City intends to award this Contract by January 22, 2016.