



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 209-2022

**PROFESSIONAL CONSULTING SERVICES FOR FACILITY EXPANSION – ST.
JAMES CIVIC CENTRE, 2055 NESS AVENUE**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR FACILITY EXPANSION – ST. JAMES CIVIC CENTRE, 2055 NESS AVENUE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 7, 2022.

B2.2 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 for interested Proponents and their respective Proponent Team Members on:

- (a) June 9, 2022 at 9:00 am; or
- (b) June 10, 2022 at 11:00 am.

B3.1.1 Proponents are **required to register** for the site investigation by contacting the Project Manager identified in D2 by email a minimum of one (1) Business Day prior to the date of the site investigation with each individual's name and company name.

B3.1.2 The site is currently under the control of a General Contractor, and the following will apply:

- (a) steel toe footwear is preferred, closed toe footwear at a minimum;
- (b) hard hats will not be required for the site investigation; and
- (c) COVID19 masks are optional.

B3.2 Although attendance at the Site Investigation is not mandatory, the City strongly suggests that Proponents attend on one of the above dates. The same tour will be held on both dates.

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.

B3.4 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect his/her Proposal or his/her performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Project Manager identified in D2.

B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.

- B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

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

B6. ADDENDA

- B6.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/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) Project Organization and Approach (Section C) in accordance with B10;

- (b) Experience of Proponent and Subconsultants (Section D) in accordance with B11;
- (c) Experience of Key Personnel Assigned to the Project (Section E), in accordance with B12;
- (d) Project Understanding and Methodology (Section F) in accordance with B13; and
- (e) Project Schedule (Section G) in accordance with B14.

B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B7.5 Proposal format, including 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 proposed solution.

B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.

B7.6.1 Proposals will **only** be accepted electronically through MERX.

B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B24.1(a).

B7.8 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: Bid/Proposal, making all required entries.

B8.2 Paragraph 2 of Form A: Bid/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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 13 of Form A: Bid/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;

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

B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered 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 D5 Scope of Services. The Fixed Fee should be itemized per each phase indicated in B9.2, and should exclude the required MRST, which shall be identified separately.

B9.2 The Proponent shall submit Form P: Person Hours to summarize their Fee Proposal for Services in the following Scope of Services Phases:

- (a) Schematic Design phase in accordance with D8;
- (b) Detailed Design phase in accordance with D9;
- (c) Construction Documents phase in accordance with D10; and
- (d) Construction and Contract Administration phase in accordance with D11;

B9.2.1 Proponents may use Form P: Person Hours or a table of their own design, provided it includes all information requested in accordance with B9.1.

B9.2.2 A sample of Form P: Person Hours can be found at:
<https://winnipeg.ca/matmgt/templates/information.stm>

B9.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B9.4 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B9.5 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

B9.6 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. PROJECT ORGANIZATION AND APPROACH (SECTION C)

B10.1 The Proposal should briefly describe the approach to overall team formation, a summary of its Proponent Team capabilities, experience, strengths, and the advantages which it brings to the challenges, risks, and opportunities of the Project to meet the City's objectives.

B10.2 Provide the following information for the Proponent Team, including all Subconsultants, specialists, and other Key Personnel in a tabular format:

- Name of Proponent or Subconsultant Organization: e.g. ABC Firm.
- Address: mailing address, telephone number, and website.

- Project Role: e.g. Sustainability Lead.
- Summary Scope of Work/Responsibilities in Project: e.g. Responsible for developing the project's sustainability approach and coordinating the LEED certification process.
- Lead individual: Name, title, email address, and phone number.

B10.3 Provide a Team organizational chart showing:

- (a) each of the Key Personnel and role/job function in the Project, including Subconsultants, specialists and critical support staff. Identify the Principals-in-Charge, Project Manager, Contract Administrator, Design team and leads for all disciplines (including, but not limited to, the list of specialists/required consultants indicated in section D5.3), Cost Estimator (Quantity Surveyor), Public and Stakeholder Engagement Lead, and any other Key Personnel and critical support staff.
 - the City requires that the Proponent's designated Contract Administrator and Public & Stakeholder Engagement Lead are individual, dedicated, and separate roles from that of the Design Lead and other roles.
- (b) Indicate the personnel reporting relationships, and the percentage of each person's time to be dedicated to the Project in accordance with D5 Scope of Services, including hourly rates for each person and in consideration of their workload on other projects.

B10.4 The Proponent should clearly indicate how the Proponent Team will collaborate, coordinate information, and transition between phases of the project (i.e. from design lead to contract administrator transitioning from design to construction). The Proponent should also describe the team's procurement plan for construction, and how the team will ensure the Contract Administrator will be fully prepared to execute their role.

B10.5 The Proponent should provide a chart or table that lists the projects where the Proponent Team members have previously worked together, and in what role/capacity.

B11. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION D)

B11.1 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.

B11.2 Proposals should include: Details of three recently completed projects (within the past 5 years) demonstrating the history and experience of the Proponent and Subconsultants in providing public engagement, programming and design, management of the project, and contract administration services on three projects of similar complexity, scope and value.

B11.3 For each project listed in B11.2, the Proponent should submit: Details demonstrating ability to successfully delivery projects on schedule and on budget relative to the Owner's requirements, and how quality objectives were met. Reference contact information should also be provided.

B11.3.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B12. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION E)

B12.1 Identify the Key Personnel assigned to the Project, and detail their experience and qualifications on 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 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 B10.3.

- B12.2 The City considers Key Personnel listed in the Proponents team to have formal Professional training with corresponding certifications and designations, as required by each role, such as P. Eng., PMP, MAA, etc. and these are to be noted in the proposal.
- B12.3 Further to B12.2, the City considers Foundations of Public Engagement offered by IAP2 an asset. Although IAP2 training is considered an asset, it is not a requirement, and qualifications and experience will be weighted more heavily than training.
- B12.4 For each person identified in B12.1, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. 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: description of project, role of the person; project owner; and reference contact information.

B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION F)

- B13.1 Describe your firm's approach to project management and provision of services, and highlight any innovative ideas your firm may have to provide to the City.
- B13.2 Proposals should clearly address:
- (a) The Team's project methodology with respect to D5 Scope of Services and the information provided in the RFP;
 - (b) The Team's project methodology should also reflect the Proponent's understanding of D17 City of Winnipeg Project Management Manual;
 - (c) The Team's understanding of the project's functional and technical requirements, including any design issues, strategies, challenges and opportunities;
 - (d) Any assumptions made with respect to deliverables and Scope of Services;
 - (e) The Team's understanding of the environmental and sustainability objectives for the project.
- B13.3 Proponents are encouraged to describe their unique skills, connection with the neighborhood, strategies, experience in community engagement, or any other additional information that the Proponent may feel would be pertinent.
- B13.4 Person Hours: The Proposal should include a table showing Person Hours for all disciplines and or phases identified in D4.6 Scope of Services. The total Fees on the Person Hours table should match Fees submitted in response to B9. Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B13.2.
- (a) For each person identified in B12.1, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D4.6.
 - (b) A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B14. PROJECT SCHEDULE (SECTION G)

- B14.1 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. 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.
- B14.2 Resource assignments on Form P: Person Hours should match B14.1.

B15. SUBSTITUTIONS

- B15.1 A Proponent is not permitted to substitute or remove a Proponent Team Member or Key Personnel, or change the role or scope of work of any Proponent Team Member or Key Personnel, after the RFP Submission Deadline without the City's prior written consent. The City may, in its sole discretion, disqualify a Proponent that contravenes this provision.
- B15.2 If a Proponent submits a request pursuant to this provision, the following shall apply:
- (a) Provide, in detail, the ramifications of the substitute or removal of a Proponent Team Member or Key Personnel, to the change to the Proponent's structure and a justification for such proposed change; and
 - (b) Confirm that the proposed replacement Proponent Team Member or Key Personnel has equal or better qualifications and experience than the original Proponent Team Member or Key Personnel; or
 - (c) Confirm that the proposed change in scope of work is likely to result in equal or better performance by the Proponent.
- B15.3 The City may, in its sole discretion, require a Proponent to remove and/or replace any Proponent Team Member and/or Key Personnel pursuant to providing the information required in B12. An such replacement Proponent Team Member and/or Key Personnel is at the City's sole discretion and shall require the City's prior written consent.

B16. DISCLOSURE

- B16.1 Various Persons provided information or services with respect to this RFP. 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.
- B16.2 The Persons are:
- (a) Public City Architecture Inc.
- B16.3 Additional Material:
- (a) Appendix B – 2017 Preliminary Design

B17. CONFLICT OF INTEREST AND GOOD FAITH

- B17.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B17.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or

- (f) has knowledge of confidential information (other than confidential information ~~disclosed~~ by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other Proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B17.3 In connection with its Proposal, each entity identified in B17.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B17.4 Without limiting B17.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B17.5 Without limiting B17.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B17.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B17.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B18. QUALIFICATION

B18.1 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.

B18.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B18.3 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;
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B18.4 and D20).

B18.4 Further to B18.3(f), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B18.5 Accessibility Compliance Consultant shall have:

- (a) A Master's degree from an accredited post-secondary institution with a specialty in accessibility and inclusive design in either Architecture/Design, Landscape Architecture, Planning, Disability Studies or suitable combination of education and experience;
- (b) Five years' experience in access auditing and implementing the Principles of Universal Design is essential;
- (c) Expected to be the subject matter expert in best practices and research and development for accessibility;
- (d) Sound understanding of how universal design affects delivery and development of all programs and service including;
- (e) The built environment, employment, transportation, customer service, and information and communication;
- (f) Excellent knowledge of available related resources;
- (g) Winnipeg Accessibility Design Standards (WADS), Human Rights Legislation, the Accessibility for Manitobans Act and Manitoba Building Code;
- (h) In-depth understanding of Winnipeg's disability community and cross-disability needs;
- (i) Experience working with contractors and external consultants with the ability to read and understand architectural and engineering plans while providing technical expertise in universal design;
- (j) Demonstrated knowledge and experience reading, interpreting and analyzing City of Winnipeg by-laws, policies and procedures; and
- (k) Membership in the following committees is an asset;
 - National Research Council Building Code Use and Egress Technical Committee including the Accessibility Task Group, the Canadian Standards Association B651 Technical Committee;

- Government of Canada Accessibility Standards Council Technical Committee.

B18.6 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.

B18.7 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.

B19. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B19.1 Proposals will not be opened publicly.

B19.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B19.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B19.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B19.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Project Manager.

B20. IRREVOCABLE OFFER

B20.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B20.2 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 for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B21. WITHDRAWAL OF OFFERS

B21.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B22. INTERVIEWS

B22.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B23. NEGOTIATIONS

B23.1 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.

B23.2 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.

B23.3 If, in the course of negotiations pursuant to B23.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B24. EVALUATION OF PROPOSALS

B24.1 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 B18: (pass/fail)
- (c) Fees; (Section B) 10%
- (d) Project Organization and Approach (Section C) 20%
- (e) Experience of Proponent and Subconsultant; (Section D) 20%
- (f) Experience of Key Personnel Assigned to the Project; (Section E) 20%
- (g) Project Understanding and Methodology (Section F) 25%
- (h) Project Schedule. (Section G) 5%

B24.2 Further to B24.1(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.

B24.3 Further to B24.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.

B24.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B24.1(a) and B24.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B24.5 Further to B24.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.

B24.6 Further to B24.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D5.4.

B24.7 Further to B24.1(d), Project Organization and Approach will be evaluated considering your firm's experience on projects of similar size and complexity, team organization and collaboration, as well as other information requested, in accordance with B10.

B24.8 Further to B24.1(e), 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, in accordance with B11.

B24.9 Further to B24.1(f), 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, in accordance with B12.

B24.10 Further to B24.1(g), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, their approach to project management, and their unique skills as well as other information requested, in accordance with B13.

B24.11 Further to B24.1(h), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.

- B24.12 Notwithstanding B24.1(d) to B24.1(h), where Proponents fail to provide a response to B7.2(a) to B7.2(e), the score of zero may be assigned to the incomplete part of the response.
- B24.13 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B22.
- B24.14 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B25. AWARD OF CONTRACT

- B25.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B25.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B25.2.1 Without limiting the generality of B25.2, 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.
- B25.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B25.4 The City may, at its discretion, award the Contract in phases.
- B25.5 Further to B25.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B25.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B25.6.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B25.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B25.8 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.
- B25.9 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- 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:

Kathy Roberts

Telephone No. 204-470-7380

Email: kathyroberts@winnipeg.ca

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

D3. PROJECT BACKGROUND

D3.1 History

Constructed in 1967, St. James Civic Centre features an indoor arena, a swimming pool, a fitness room and an auditorium. A current phase of construction is nearing completion, which included replacing mechanical and electrical systems, adding a sprinkler system to the facility and a partial renovation of the Lobby area and washrooms.

On the north side of the facility is a 2,260 SM arena. The south side of the facility comprises a 1,547 SM main floor (public space), a 335 SM second floor (service equipment), and a 584 SM basement level (service equipment and storage).

The existing facility is the largest public recreation complex operating in the western quadrant of Winnipeg. It supports multiple service areas, and is heavily utilized by citizens of all ages.

D3.2 2017 Preliminary Design

In 2011, recognizing the potential for program and overall community benefit, talks began with St. James Assiniboia 55+ Centre (SJA55+) who wished to relocate to St. James Civic Centre (SJCC). A preliminary design for an addition of approximately 1,300 SM was developed in 2017, incorporating the needs of the City and SJA55+, including:

- New single story addition containing dedicated spaces for SJA55+, shared use community kitchen and eating area, and shared use multipurpose rooms (+/- 1,255 SM)
- Renovation of the Auditorium, the Auditorium washrooms, and the south Lobby area
- New single story addition at the SW corner of the pool deck to provide a viewing area for parents watching their children swim (+/- 45 SM)

D4. PROJECT REQUIREMENTS

D4.1 Site development, including civil work, utilities and services connection, parking, lighting, landscaping, new pylon sign, interior and exterior building signage, and incorporating a strong pedestrian connection/corridor to the bus stop at Ness Avenue;

D4.2 When designing systems and selecting equipment, Consultant should consider:

- (a) Energy efficiency, environmental compliance, and sustainable building. LEED Silver is required;
- (b) Future regulatory trends;
- (c) Accessibility requirements;
- (d) Construction waste management plan and construction indoor air quality plan;
- (e) Existing and future programming and building needs; and
- (f) Selections must result in an efficient and safe workplace for operational personnel and the general public.

D4.3 Consultant design and specifications should include the abatement of all asbestos containing materials where encountered.

D4.4 Solicit proposals for building system and building envelope commissioning agents (commissioning agents to be retained and paid for by the City, see D14). Provide standards/specifications for commissioning.

D4.5 Design and construct the project within City constraints.

D4.6 Schematic and Detailed Design shall build on and utilize information and criteria established in the previous completed preliminary design phase of this project.

- (a) An approved preliminary layout plan has already been developed in a previous design phase. Detailed design plan shall use/build on the existing approved plan.
- (b) Any alternative layouts presented for the City's consideration that deviate from the existing approved plan must:
 - (i) Provide the same or improved functionality as the existing approved layout;
 - (ii) Be achievable within budget;
 - (iii) Be presented for stakeholder review.

D4.7 The intent is to balance construction with programming, and have the facility only closed for select periods of time to facilitate the construction work.

D5. SCOPE OF SERVICES

D5.1 The Services required under this Contract shall consist of design, tendering/procurement, public engagement, construction, commissioning, and post-construction services of approximately 1,300 SM new construction, renovation of approximately 1,300 SM and site development through the following service phases:

- (a) Design Coordination and Administration
- (b) General Services Requirements
- (c) Schematic Design
- (d) Detailed Design
- (e) Construction Documents
- (f) Construction and Contract Administration

D5.2 Project management for this Consultant contract, and Client consultation and review are part of all phases of Work.

D5.3 Disciplines shall include: architectural, structural, mechanical, electrical, civil, landscape architect, sustainability, energy modelling, interior design, public engagement, quantity surveyor/cost consultant.

D5.4 The funds available for this contract are \$860,000, which is inclusive of PST.

D6. DESIGN COORDINATION AND ADMINISTRATION

- D6.1 Consultant will be responsible for managing and coordinating its team of designers and Subconsultants throughout the duration of the project.
- D6.2 The Consultant shall coordinate the work of the City's Consultants, including but not limited to environmental consultant, commissioning consultant(s).

D7. GENERAL SERVICES REQUIREMENTS

- D7.1 Consultant's Contract Administrator and Design Lead shall work with the City to review and make recommendations on project scope, budget, timeline, and advise of project risks and provide recommendations on how to mitigate those risks.
- D7.2 The Consultant shall:
- (a) be responsible for providing expertise on sustainable design, following best practice design strategies with a focus on environmentally friendly initiatives and renewable energy alternatives, as outlined in D12;
 - (b) attend and participate in regular City, stakeholder and construction meetings;
 - (c) provide monthly progress reporting;
 - (d) assist the City with the preparation of reports and presentations to the City Council, City staff, public, and other project stakeholders/partners;
 - (e) plan and implement all public engagement requirements as per D12;
 - (f) provide electronic seals with signature on all drawings, specifications, and reports submitted to the City;
 - (g) provide access to digital graphics and professional renderings to support project communication and engagement activities;
 - (h) schedule, chair and minute Integrated Design Process (IDP) team meetings and external stakeholder meetings throughout the design;
 - (i) schedule, chair and minute construction progress meetings throughout the Project;
 - (j) schedule, chair and minute design meetings;
 - (k) submit all minutes of meetings with clear actionable items within 72 hours of the meeting to the City for distribution to the project team;
 - (l) provide monthly schedule updates during the design phases, and review and comment on the construction schedule during construction;
 - (i) the schedule updates should include a summary of work completed to date, including but not limited major changes within the reporting period, tracked issues, and upcoming milestones.
 - (m) upon contract award, the Consultant shall verify all current development parameters and requirements with the Authority Having Jurisdiction and establish project schedule and design impacts as warranted;
 - (n) conduct proper document management practices, according to City standards, to file all relevant project documents (design documents, construction documents, closeout documents, meeting minutes, etc.) to the project's ShareFile site;
 - (o) consider Public Art throughout all aspects of the design, including integration into site planning. The Consultant will need to consider the placement, and prominence, of Public Art. The Consultant must complete the required Public Art documentation, including the Public Art brief, and participate in the Call for Artists process; and
 - (p) meet with, coordinate, and deliver the requirements of City Stakeholders throughout the entire design process respecting facility programming, maintenance, and operational considerations/requirements. City shall identify the stakeholder groups and representatives to the Consultant at the outset of the Work.

- D7.3 **Budget:** Consultant shall ensure that the scope of work and associated cost remains within the budget constraints of the project.
- D7.4 **Commissioning:** Consultant shall coordinate design and specification requirements related to building commissioning, quality assurance and quality control testing with the independent commissioning consultant(s).
- D7.5 **Stakeholders:** Consultant shall meet with, coordinate and deliver the requirements of project stakeholders throughout the entire design process respecting facility programming, maintenance and operational considerations/requirements of the new facilities. City shall identify the stakeholder groups and representatives to the Consultant at the outset of the Work.
- D7.6 **Communication:** Consultant shall establish an electronic folder system on a ShareFile site where project documents and reports from the field will reside for the Team's reference.

D8. SCHEMATIC DESIGN

- D8.1 Finalization of Schematic Design/Program of Requirements
- (a) Schematic Design to be based on the 2017 preliminary design and associated Cost Estimate provided by the City, develop schematic design options;
 - (b) Verify existing conditions, and incorporation of:
 - (i) Facility programming (assess, validate, confirm facility program of requirements); and
 - (ii) SJA55+ needs (validate, confirm program of requirements).
 - (c) Complete a detailed list of requirements for each room;
 - (d) Verify and finalize the functionality of the schematic design with the Project Team.
- D8.2 An Environmental Site Assessment (ESA) has not been completed for this site and is required as part of the scope of this project. The Consultant shall:
- (a) obtain competitive prices for an ESA 1 report that will be paid for by the City;
 - (b) make recommendations on the engagement of an ESA Consultant; and
 - (c) be responsible to receive the ESA report information and incorporate it into the project design and construction.
- D8.3 Third-party commissioning is required for HVAC equipment and controls, domestic hot water systems, lighting, and lighting control systems. The Consultant shall:
- (a) Obtain competitive prices for a commissioning agent who will be paid for by the City;
 - (b) Make recommendations on the engagement of a commissioning agent; and
 - (c) Work with the agent as part of the project team to incorporate commissioning into the project design and construction.
- D8.4 Third-party commissioning is required for Building Envelope. The Consultant shall:
- (a) Obtain competitive prices for a commissioning agent who will be paid for by the City;
 - (b) Make recommendations on the engagement of a commissioning agent; and
 - (c) Work with the agent as part of the project team to incorporate commissioning into the project design and construction.
- D8.5 An Accessibility Consultant is required to provide expertise on compliance with the City of Winnipeg Accessibility Design Standard (WADS) throughout all phases of the project by:
- (a) Reviewing the Redevelopment Plan/Supporting information;
 - (b) Documenting accessibility issues and decisions in a table or spreadsheet;
 - (c) Participating in IDP meetings and presenting resolution alternatives;

- (d) Providing the City with all associated compliance decision-making information and reporting;
 - (e) Reviewing milestone design submissions (33%, 66% & 99%);
 - (f) Reviewing tender package;
 - (g) Inspecting work during Construction phase to ensure WADS compliance; and
 - (h) Participating in Substantial and Total Performance reviews.
- D8.6 The project development site will require rezoning and consolidation of several parcels, closing a street. The Consultant shall establish the requirements, make the application, and attend hearings as part of the scope of this project. The City shall pay for City of Winnipeg rezoning fees and survey drawings as disbursements.
- D8.7 A parking study has been completed. The Consultant shall incorporate the conclusions and recommendations of the study in the overall design development, and consult with Permits as part of this project.
- D8.8 A geotechnical study has been completed. The Consultant shall incorporate the findings of the study in the overall design development.
- D8.9 Other work to be completed in this phase:
- (a) Project schedule development;
 - (b) Project budget review;
 - (c) Land development, closing, re-zoning and/or variance review with City (if required);
 - (d) Review of alternative design approaches;
 - (e) Integrated Design Process;
 - (f) Design concepts for: structural, mechanical, electrical, civil, landscaping, data/communication, security, universal design/accessibility, furnishings and equipment, instrumentation/control; and
 - (g) Authorities Having Jurisdiction – consultation, review and approval.
- D8.10 further elaborate the design development documents for the City's approval that would be considered 30% completion. This would include the following:
- (a) an electronic document submission;
 - (b) site plan;
 - (c) floor plans;
 - (d) building sections;
 - (e) exterior elevations;
 - (f) room data sheets identifying all proposed finish materials, IT, AV, Building Automation, FF&E, and Security requirements;
 - (g) hoarding requirements and any temporary site access requirements;
 - (h) project brief detailing area calculations, building systems and design specifications;
 - (i) any other documents that may be required, to describe the size and character of the campus including the architectural, structural, mechanical, electrical, civil, and landscape aspects; and
 - (j) three dimensional (3-D) renderings of the exterior of the project and key interior elements.
- D8.11 Construction Cost Estimate at 33% design completion – provide Class 3 estimate, plus Class of Estimate validation/analysis (refer to City Investment Planning documentation).

D9. DETAILED DESIGN

- D9.1 Provide complete design development services for architectural, structural, mechanical, electrical, civil/site, landscaping, data/communication, security, universal design/accessibility, instrumentation/control, interior design including furniture and fittings:
- (a) continue to review and confirm that the design is in conformance with all sustainability requirements from D13, including City's Green Building Policy, Accessibility Policy, Climate Action Plan, and Climate Change Goals;
 - (b) provide complete specifications for all building elements;
 - (c) update the room data sheets and arrange to have meetings for the purpose of finalizing the details;
 - (d) elaborate cut and fill requirements;
 - (e) make Site Plan application (SPA); continue to coordinate and provide the lead role with the authorities having jurisdiction for the SPA responding to and resolving any outstanding conditions of SPA in a timely manner. Allow for minimum of three (3) iterations in support of SPA submissions;
 - (f) prepare a presentation for the City of the light fixtures, plumbing fixtures, millwork, signage, and related way-finding systems, all furnishings, and proposed interior/exterior finishes;
 - (g) submit a facility life cycle cost analysis to permit the City to assess the comparative merits of alternative mechanical and electrical building systems;
 - (h) as required, provide value engineering/analysis and cost reduction strategies and recommendations to align the design within the project's budget. Update the energy model accordingly;
 - (i) assist the City with fire safety plans;
 - (j) if required, submit for Environmental Compliance Approvals for air and noise and obtain all required approvals from the Ministry of Environment and Climate Change (MOECC) and/or Manitoba Conservation and Climate;
 - (k) further elaborate the design development documents for the City's approval that would be considered 30% completion. This would include the following:
 - (i) an electronic document submission;
 - (ii) site plan;
 - (iii) floor plans;
 - (iv) building sections;
 - (v) exterior elevations;
 - (vi) room data sheets identifying all proposed finish materials, IT, AV, Building Automation, FF&E, and Security requirements;
 - (vii) hoarding requirements and any temporary site access requirements;
 - (viii) project brief detailing area calculations, building systems and design specifications;
 - (ix) any other documents that may be required, to describe the size and character of the campus including the architectural, structural, mechanical, electrical, civil, and landscape aspects; and
 - (x) three dimensional (3-D) renderings of the exterior of the project and key interior elements.
- D9.2 Develop and lead the tendering of a Request for Qualification (RFQ) for General Contracting Services for the shortlisting of prospective Contractors for construction services. Coordinate with City's Materials Management Division, issue RFQ and addendums, and respond to any questions the proponents have. Participate in the evaluation of the proposals, proponent interviews and reference checks.

- D9.3 Other work to be completed in this phase:
- (a) Project Schedule confirmation
 - (b) Land development, closing, re-zoning and/or variance application
 - (c) Consult with Authorities Having Jurisdiction
- D9.4 Construction Cost Estimate at 66% design completion – provide Class 2 estimate, plus Class of Estimate validation/analysis (refer to City Investment Planning documentation).
- D9.5 Construction Cost Estimate at 99% design completion – provide Class 1 estimate, plus Class of Estimate validation/analysis (refer to City Investment Planning documentation).
- D9.6 Obtain approval from the City to proceed to the next phase.

D10. CONSTRUCTION DOCUMENTS

- D10.1 Provide complete construction documentation services, including all necessary disciplines;
- (a) review statutes, regulations, codes, and by-laws applicable to the design and where necessary review the same with the authorities having jurisdiction;
 - (b) assemble, prepare, and take responsibility for the submission of all remaining documents requested by the authorities having jurisdiction, and provide all communication with the authorities as required;
 - (c) submit Building permit applications, including liaise with the related City departments, as required; revise and resubmit as required by the City including the resolution of any SPA issues; the City will pay for the Building Permit fees and the awarded Contractor will reimburse the City the fees;
 - (d) work with the relevant Engineering Departments of the City to verify acceptable conditions are imposed before, during, and after construction. Water Resources conducts environmental compliance monitoring related to storm water management and water quality for City projects;
 - (e) as required, provide value engineering/analysis and cost reduction strategies and recommendations to align the design within the project's budget. Update the energy model accordingly;
 - (f) include sustainable protocols, including waste diversion and management protocols and requirements listed in D12;
 - (g) submit to the City a list of proposed warranties applicable to building and construction components;
 - (h) verify specified materials and equipment are available within the required schedule;
 - (i) continue to design in accordance with the sustainable design strategies determined in previous phases, and to obtain all grant and incentive opportunities as agreed in the prior phases;
 - (j) review with the City and finalize a proposed finish hardware schedule that is to be included in the tender documents (not through a cash allowance);
 - (k) identify appropriate cash allowances for items such as signage;
 - (l) prepare the Furniture, Fixtures, and Equipment (FF&E) program for Phase 1 scope of work complete with an implementation plan for the program, including but not limited to, design, City approvals, tender documents, and on-site installation. The Consultant shall:
 - organize user group meetings to obtain relevant user input;
 - organize one tour for user groups to visit innovative solutions of other similar and comparable projects;
 - assess current furniture standards and City standards;

- work with the City's team to develop a coherent vision for the program;
 - provide two FF&E concepts for presentation to the City;
 - deliver an FF&E design brief describing the proposed program;
 - provide for the requisite I/T, power, heating, cooling, and other building infrastructure in the construction documents as required;
 - prepare the specification to tender the FF&E work, which may include multiple FF&E tender packages and FF&E procurement phases;
 - develop a Class 3 cost estimate for costs relating to the procurement and installation of all FF&E items;
- (m) finalize, coordinate, and incorporate the design by resolving all constructability issues;
- (n) finalize the proposed phasing and sequencing plan;
- (o) provide colour board samples and finish material selection sample boards including presentations to the City, along with the final room data sheets for approval;
- (p) Determine allowances for testing agencies to be engaged by the construction contractor and paid for by the City;
- (q) Prepare a comprehensive WADS compliance document that summarizes all analysis, application, limitation and challenges introduced by existing conditions (if applicable), implementation of solutions, complete with WADS Consultant professional taking responsibility for the Work;
- (r) elements of construction that may be eligible for alternate funding may be required to be identified separately within the cost estimate and itemized prices;
- (s) provide the 66% construction document set, along with a Class 2 Cost Estimate for the City's review and approval;
- (t) provide the 99% construction document set (electronic PDF format), along with a Class 1 Cost Estimate for the City's review and approval;
- (u) provide the 100% construction document set (electronic PDF format).
 - (i) all City comments must be reflected in the 100% Issue for Tender package;
 - (ii) provide the City with a 3D Revit Model and AutoCAD drawing files of the 100% Construction Documents; consult with the City for compatibility with the City's software;
- (v) the City will provide final review and approval before they proceed with the Tendering/Bidding phase.

D10.2 Tendering/Bidding Phase:

- D10.2.1 The project will be bid through the City of Winnipeg Materials Management Bid Procedures;
- D10.2.2 Prepare Addenda to the Tender documents as needed;
- D10.2.3 Hold pre-bid meetings and site tours as required
- D10.2.4 Review and evaluate substitution requests
- D10.2.5 The Consultant shall:
 - (a) prepare the construction tender using the City's templates, processes, and General Conditions for Construction. Coordinate with the various City Departments, including Materials Management and Insurance Branch, and the City to finalize the construction tender;
 - (b) update the Class 1 construction estimate as needed during the Tendering/Bidding phase to reflect the 100% Issued for Tender submission;

- (c) submit for the City's review the bid form (inclusive of any project specific alternates, itemized and separate prices, etc.), instructions to bidders, and other contract documents, and revise the documents to incorporate the City's comments. Elements of construction may be eligible for alternate funding and may be required to be identified separately within the tender form as itemized prices;
 - (i) Include coordination with various City Departments, including but not limited to Materials Management and Insurance Branch.
- (d) finalize the Furniture, Fixture, and Equipment (FF&E) program complete with an implementation plan for the program, including but not limited to, design, City approvals, tender documents, and on-site installation. In this phase, the Consultant shall:
 - (i) develop a Class 1 cost estimate for costs relating to the procurement and installation of all FF&E items;
 - (ii) procure the FF&E items and review bids; and
 - (iii) assist with the evaluation of the FF&E tenders and provide recommendations.
- (e) Contract Administrator to participate in a site investigation meeting with the Pre-Qualified bidders, to respond to questions raised by bidders during the tender period, and prepare addenda or clarifications for issue by the City to bidders in a timely manner;
- (f) assist the City with the examination and evaluation of tenders, including valuation of itemized prices and advise on acceptance;
- (g) provide support during the selection of the contractor including attending City evaluation meetings; and
- (h) provide the City with an electronic version of the "issued for construction" set of drawings and specifications incorporating all addenda and alternative approved items.

D11. CONSTRUCTION AND CONTRACT ADMINISTRATION

D11.1 The Consultant shall designate a separate Contract Administrator whose sole role is to conduct contract administration services and assist with preparation, posting and review of bids of the Tender.

D11.2 The Consultant shall:

- (a) coordinate services of Subconsultants as applicable;
- (b) serve as the "Consultant" as per the City's Construction Contract;
- (c) provide continuity of resources from the design phases;
- (d) perform weekly site visits to review progress, provide full time Inspection Services during piling and foundation work;
- (e) consult and coordinate with Commissioning Agent(s);
- (f) submit for the review and approval of the City a quality assurance plan that details the requirements for site reviews, testing, inspection, and other construction monitoring;
- (g) carry out and coordinate as applicable the general review of the work and include in each field review detailed written comments on quality of work, adherence to technical requirements, work deficiencies, and approve remedial action;
- (h) render interpretations regarding technical queries in written and graphic form as may be required with reasonable promptness;
- (i) render written findings within a reasonable time on all claims, disputes, and other matters in question between the City and the Contractor relating to the execution, schedule, or performance of the work or the interpretation of the contract documents;
- (j) render interpretations and findings consistent with the intent of and reasonably inferable from the contract documents;

- (k) review Contractor's submittals and/or shop drawings, product data, and samples, for conformance with the design; maintain an electronic log to evidence the status and disposition of shop drawings and other required contractor submittals;
- (l) review and validate the Contractor's project schedule and provide comment to the City;
- (m) ensure Contractor develops and submits all required safety documentation prior to respective construction activities taking place. Review any submitted safety documentation from the Contractor, including Safe Work Plans;
- (n) using the City's templates, prepare proposed change notices (PCN), field instructions (FI), and change work orders (CWO) for the City's recommendation and approval; maintain electronic logs to accurately document the status of all PCN's, FI's and CWO's; Consultant to prepare the estimated cost for each PCN. Provide rationale with each proposed change to City;
- (o) provide timely responses and reviews to Contractor's Request for Information (RFI);
- (p) furnish supplemental instructions to the Contractor with reasonable promptness in accordance with a schedule for such instructions agreed by the Consultant and the Contractor;
- (q) receive written warranties and related documents from the Contractor and forward for the City's review;
- (r) maintain an electronic record of changes as the project progresses;
- (s) monitor the testing and inspection program; review all reports and issue direction where remedial action is necessary;
- (t) determine the amounts owing to the Contractor based on the Consultant's observations and evaluation of the Contractor's work;
- (u) review the Contractor's draft invoice to confirm the value of work and note any corrections;
- (v) issue a Certificate for Payment for the value of work completed each month within ten (10) days of receipt of the Contractor's proper invoice;
- (w) review and confirm the Furniture, Fixture, and Equipment (FF&E) program for Phase 1 scope of work for on-site installation. In this phase, the Consultant shall:
 - review all FF&E shop drawings;
 - prepare a schedule of mock-ups and attend review sessions; and
 - progressively review the installation of FF&E complete with site reports.
- (x) a month prior to issuing Substantial Performance, obtain the Operation and Maintenance Manuals (O&Ms) from the Contractor and review for completeness. Consultant to submit to the City four (4) approved sets of O&M binders and one electronic format acceptable to the City;
- (y) determine the date of Substantial Performance, issue the appropriate certificate of Substantial Performance of the Work, and oversee the building handover to the City;
- (z) perform required services to expedite granting of Building Occupancy including provision of all required sign offs and certifications;
- (aa) receive from the Contractor the final submittals that are listed in the construction contract to be submitted with the request for the Consultant to review and approve for Substantial Performance;
- (bb) create a comprehensive deficiency list (all disciplines) in addition to the list prepared by the Contractor and estimate values for finishing holdbacks;
- (cc) validate performance of the building systems in compliance with the City's expectations and with the Facility Program and with other design documents, coordinating with the independent commissioning consultant to provide comprehensive services related to the commissioning of the building systems as per section D14;

- (dd) coordinate the effort of the commissioning consultant to monitor the performance of all building systems (envelope, mechanical, and electrical) through four (4) complete seasons (summer, fall, winter, spring), report to the City on compliance or non-compliance with the performance expectations. Provide necessary documentation and direction to the City's staff or the Contractor with respect to correction of variances from performance expectations;
- (ee) receive, review and approve as-built drawings from the Contractor which includes a complete set of AutoCAD record drawings for all building systems and components in a format acceptable to the City;
 - submit record drawings for the City's use. Including one electronic PDF copy and one editable CAD file (latest version, as per City standards). The PDF copy is to be signed and dated by the Architect and Engineers; and
 - receive from the Contractor four (4) approved sets of O&M binders and electronic format acceptable to the City and provide to the City.

D11.3 Project Closeout and Post-Construction Phase

D11.3.1 The Consultant shall:

- (a) review for completeness the deficiency list of items to be completed or corrected submitted by the Contractor and forward to the City and Contractor together with a list of any additional items observed by the Consultant;
- (b) forward submittals to the City for review with a written report listing any submittals listed in the construction contract documents that have not been submitted;
- (c) where required submittals have not been submitted by the Contractor, determine the amount that will be retained from payments to the Contractor in accordance with the construction contract until the submittals are submitted;
- (d) actively follow up and support the Contractor to achieve timely correction of deficiencies by the Contractor;
- (e) re-inspect as reasonably necessary to determine sufficiency of correction of deficiencies by the Contractor; allow minimum of four (4) additional site inspections following the final deficiency review;
- (f) confirm the date of Total Performance in accordance to the contract and issue the appropriate certificate of Total Performance of the work;
- (g) verify the validity of the Contractor's application for final payment and issue a certificate for final payment;
- (h) during the warranty period, review on site any defects which have been observed and reported during that period;
 - (i) the City will issue Warranty Work Orders to the Contractor;
 - (ii) maintain Warranty Work Order log and provide the City with monthly updates of the log.
- (i) arrange and conduct a site visit one (1) month prior to the end of warranty with the Contractor and City to review for any defects and advise the Contractor in writing to complete these items.

D12. PUBLIC AND STAKEHOLDER ENGAGEMENT

D12.1 General Requirements

- (a) The Consultant shall work collaboratively with the Office of Public Engagement.
- (b) The Consultant shall host three (3) public engagement meetings with the project team, including the project manager, a representative from the Office of Public Engagement, other representatives as required by the project manager:

- (i) Before the start of Phase 1 engagement to review the draft Public Engagement Strategy
 - (ii) After Phase 1 public engagement to discuss the public feedback and how it can be incorporated into the project
 - (iii) After Phase 2 public engagement to discuss the public feedback and how it can be incorporated into the project
- (c) The review of public materials and advance notice of public events require time. The Consultant shall ensure adequate time is accounted for in the Project schedule.
- (i) All public materials must be posted online two (2) weeks prior to an in-person or virtual event.
 - (ii) The anticipated review period for materials will be minimum three (3) weeks prior to posting.
- (d) Public engagement events or activities should not be planned for the months of July, August and December.
- (e) A pre-election announcement 'black-out' period will be in effect from September 1, 2022 until the municipal election on October 26, 2022. Public engagement events or activities should not be planned during this time but targeted stakeholder meetings can occur.
- (f) The City will cover expenses for public engagement activities, including, for example, venue rental charges, equipment rental, catering for refreshments, translation, printing, postage, courier, newspaper advertising, photocopying subject to prior approval of costs by the Project Manager. Wherever possible, City facilities will be used to host public events. If in-person events are not possible due to public health orders from the pandemic, virtual events will be used instead. Virtual events will occur on the Consultants software.

D12.2 Public and Stakeholder Engagement Deliverables

D12.2.1 The Consultant shall develop and provide the following deliverables in accordance with <https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>:

- (a) a public engagement strategy (template to be provided) that clearly identifies:
 - (i) the public and stakeholders' role in the decision-making process;
 - (ii) the decision points/steps within the overall project, and the scope of the decisions to be made at each step;
 - (iii) the need/interest associated with each decision step, along with the recommended level of participation; and
 - (iv) how input will be considered and incorporated where possible.
- (b) a promotion and notification plan for each engagement phase;
- (c) web content and web updates for each engagement phase;
- (d) engagement activities for each engagement phase with promotion and notification;
- (e) public engagement summary reports corresponding to each engagement phase; and
- (f) a communications log, kept up to date throughout the project.

D12.3 Public and Stakeholder Engagement Expectations

D12.3.1 The Consultant shall conduct public engagement in two phases and the phases shall include at minimum:

- (a) Phase 1: Evaluation
 - (i) Conducted during the Schematic Design Phase.
 - (ii) Presents the schematic design and potential uses for the new recreation spaces.
 - (iii) Gathers input on the dedicated spaces and shared spaces through collaboration with the SJA55+.

- (iv) Gathers input on programming interests, activity priorities, and community needs through consultation with the general public and stakeholders.
 - (v) Includes up to 3 stakeholder meetings.
 - (vi) Includes one in-person event and online opportunities for the general public.
 - (vii) Stakeholders include but are not limited to user groups, recreation associations, neighbourhood associations, and other organizations.
 - (viii) Public and stakeholder input will be used during the development of the Detailed Design.
- (b) Phase 2: Confirmation
- (i) Conducted during the Detailed Design Phase.
 - (ii) Presents the detailed design and outcomes of the study.
 - (iii) Confirms the design of the dedicated spaces and shared spaces with the SJA55+.
 - (iv) Confirms the overall design and use with the general public and stakeholders.
 - (v) Includes up to 3 stakeholder meetings.
 - (vi) Includes one in-person event and online opportunities for the general public.
 - (vii) Public and stakeholder input will be used to refine the detailed design.
- (c) Public & Stakeholder Engagement Outcomes
- (i) The execution of the public engagement plan will result in reaching the following objectives:
 - ◆ The general public and stakeholders understand the City's current systems and processes;
 - ◆ The general public and stakeholders understand the opportunities, limitations, and need for the St. James Civic Centre upgrades and renovation;
 - ◆ The general public and stakeholders' vision, values, priorities, concerns, and needs for the St. James Civic Centre are considered and incorporated into design;
 - ◆ The general public and stakeholders understand how their input was considered and incorporated (where possible) into the St. James Civic Centre.

D13. GREEN BUILDING & SUSTAINABILITY

D13.1 At a minimum, the Project is expected to meet all requirements stated in the following sustainable standards and regulations, along with being a low carbon building:

- (a) Manitoba's Green Building Program;
- (b) City of Winnipeg Green Building Policy: New City-owned buildings and major additions;
- (c) Efficiency Manitoba New Buildings Program 2.2;
- (d) LEED Silver Certification;
- (e) Requirements listed in the Investing in Canada Infrastructure Program (ICIP) funding application; and
- (f) CSA A460:19 Bird Friendly Building Design Standard.

D13.2 Project requirements:

Energy Design Target

- (a) Building's modelled energy efficiency must be 20% better than Manitoba Energy Code for Buildings.

Planning & Design Standards

- (a) Integrated design approach;

- (b) Permanent space for sorting and storage of recyclables;
- (c) Ventilation systems designed in accordance with ASHRAE 62.1 (sections 4-7);
- (d) Install a permanent meter(s) to measure potable water use for the building and grounds;
- (e) Install a permanent meter(s) to measure natural gas and electricity as per LEED certification requirements;
- (f) Select water efficient fixtures and fittings that meet or exceed ASHRAE 189.1, and integrate other water conservation measures;
- (g) Conduct a life-cycle cost analysis on major building systems;
- (h) Provide active transportation facilities (e.g.: indoor bicycle storage or outside cages or racks);
- (i) Design a sustainable landscape to reduce potable water use, apply low water landscape principles and practices; and
- (j) Provide natural light and views to the exterior from occupied spaces.

Adaption & Resilience Standards

- (a) Consider designing to accommodate future use of renewables.

Sustainable Materials

- (a) Select low-emitting finishes, furnishing, products and materials;
- (b) Give preference to products manufactured in Manitoba;
- (c) Give preference to materials with recycled content; and
- (d) Consider the reuse of existing buildings and salvaged building components.

Responsible Construction

- (a) Require erosion and sedimentation control plan;
- (b) Require air quality management plan; and
- (c) Implement a construction waste management plan, and report construction and demolition waste diverted from landfill.

Transition to Occupancy

- (a) Implement a non-smoking policy in and around the building;
- (b) Participate in local recycling programs;
- (c) Track/monitor building energy use, water use and ghg emissions;
- (d) Purchase energy efficient electronics and appliances;
- (e) Purchase low-emitting products and furnishings when doing building maintenance or renovation; and
- (f) Require green cleaning methods, equipment and products.

D13.3 Specific recommendations that are to be considered and where possible, included in the project design:

- (a) Reduce heating, cooling and lighting loads through climate-response design and conservation practices:
 - (i) Use passive solar design: orient, size and specify high-performance energy-efficient windows (e.g.: U-0.24 including frame); locate landscape elements with solar geometry and building load requirements in mind.
 - (ii) Use high-performance building envelopes; select walls (clear field effective value of R-30 or higher), roofs (clear field effective value of R-40 or higher), and other assemblies based on long-term insulation, air barrier performance and durability requirements.
 - (iii) Limit the fenestration and door areas to the maximum allowable as per National Energy Building Code (NECB) 2017, article 3.1.1.6 (Winnipeg 29%).

- (iv) Consider an integrated landscape design that provides deciduous trees for summer shading, appropriate planting for windbreaks, and attractive outdoor spaces.
 - (b) Specify efficient HVAC and lighting systems:
 - (i) Use energy efficient HVAC equipment and systems.
 - (ii) Use lighting systems that consume less than 0.09 watt/square meter for ambient lighting.
 - (iii) Use Energy Star® approved energy efficient appliances.
 - (c) Optimize building performance and system control strategies:
 - (i) Use energy modelling early in the design process.
 - (ii) Use sensors to control loads based on occupancy, schedule, and/or the availability of natural resources such as daylight or natural ventilation if applicable.
 - (iii) Use a comprehensive building commissioning plan throughout the life of the project as per LEED and Efficiency Manitoba New Buildings Program 2.2.
- D13.4 The City is in the process of completing a Climate Lens: Climate Change Resilience Assessment and Greenhouse Gas Mitigation Assessment.
- D13.5 Certification under the Canada Green Building Council's Zero Carbon Building (ZCB) Design Standard is not proposed. The implementation of low or zero carbon practices is preferred.
- D13.6 The Consultant shall use acceptable energy modelling software. This includes eQuest, IES-VE, or Energy Plus (with either Open Studio or Design Builder). Software limitations shall not excuse the limitation of accuracy of energy modelling to show compliance with the standard. Any software limitations are expected to be overcome with appropriate engineering calculations.
- D13.6.1 At project completion, the Consultant shall provide the City with the energy modelling files and the output/results files. The weather file that was used for the modelling shall also be provided.
- D13.7 The City is currently in the early stage of developing an Electric Vehicle Strategy which may require new construction to have 5% of the parking stalls to be equipped with Level 2 Electric Vehicle charging stations with a minimum of two (2).

D14. COMMISSIONING MANAGEMENT

- D14.1 Consultant shall obtain prices and make recommendations on the engagement of the following commissioning agents, who shall be paid for by the City:
 - (a) Commissioning agent for HVAC equipment and controls; and
 - (b) Commissioning agent for building envelope.
- D14.2 The commissioning consultants shall:
 - (a) Be independent firms with no corporate ties to the building envelope, mechanical and electrical consultants engaged by the Consultant;
 - (b) possess the following minimum credentials:
 - (i) Certified Commissioning Professional (CCP); and/or
 - (ii) ASHRAE Commissioning Process Management Professional (CPMP).
- D14.3 The Consultant shall develop the commissioning specifications; including building envelope, solicit vendors, obtain competitive prices for a commissioning agent, and recommend a preferred vendor to the City. The City will then contract with the preferred commissioning agent(s) independently from the Consultant. The Consultant will work with the agent(s) as part of the project team to coordinate all work and incorporate commissioning into the project design and construction.

- D14.4 The commissioning consultant shall coordinate activities related to commissioning and confirm that all tests performed by sub-trades, suppliers, and equipment manufacturers are conducted and documented. Commissioning services shall include (but not limited to):
- (a) prepare the commissioning plan to achieve efficient commissioning of the facility, and the satisfaction of the obligations arising from this section. The plan shall provide sufficient detail to evidence how the Consultant will transfer the building from the project team to the City's operating staff, and will include:
 - (i) details of the procedures and processes to be followed;
 - (ii) organizational plan prescribing roles and responsibilities;
 - (iii) communication and distribution plan;
 - (iv) schedule including meeting and training schedule; and
 - (v) functional performance verification forms.
 - (b) review the Consultant's design documentation (including details and product information) prior to tender to identify issues of concern from a commissioning perspective;
 - (c) provide commissioning services on the building envelope, mechanical, and electrical systems, equipment, and components;
 - (d) prepare project specific specification section: commissioning of the facility related to commissioning delivery of the facility and the roles and responsibilities of the commissioning consultant and the Contractor;
 - (e) prepare functional performance verification forms or test sheets for each piece of equipment and system specified in building envelope, mechanical, and electrical divisions;
 - (f) prepare a timetable and a list of seasonal tasks to be performed during the first year of operation;
 - (g) prior to starting functional performance verification, the commissioning consultant shall review the following:
 - (i) installation;
 - (ii) documentation;
 - (iii) design criteria, design intent, special features;
 - (iv) commissioning schedule;
 - (v) commissioning procedures;
 - (vi) cleanliness of the systems; and
 - (vii) electrical characteristics of connected equipment.
 - (h) verify that training as indicated in the contract specification has been provided;
 - (i) review operation and maintenance (O&M) manuals for completeness of commissioning items;
 - (j) perform functional performance verification of systems including the Building Automation System (BAS) and report faults and defects affecting commissioning to the Consultant;
 - (k) verify energy conservation features are operating as designed and meeting energy use intensity target; and
 - (l) attend construction meetings with the Contractor and the design team as required and take the lead in performing the commissioning scope of work.

D15. TRANSPORTATION

- D15.1 Transportation analysis and recommendations shall conform to the City's objectives. For transportation, address the following (but not limited to):
- (a) provide a parking program with consideration for circulation, wayfinding, accessibility, control, refuse/recycling pick-up and impacts of future Phase expansions;
 - (b) identify necessary site amenities, bike shelters, storage facilities, change rooms;

- (c) allow for various means of circulation, bicycle, vehicular, and pedestrian;
- (d) provide a site circulation analysis including fire vehicle access;
- (e) consider traffic control measures, signage, calming, pavement markings and intersection control; and
- (f) address wayfinding and connections to public transit.

D16. QUALITY MANAGEMENT

D16.1 The quality of the product of this project, and all the deliverables leading to project completion, are of great importance to the City.

D16.2 To achieve an effective quality management system during the delivery of this project, the disposition of the Consultant towards quality management and the level of maturity of their quality management systems will be evaluated as part of the vendor performance records for future procurements.

D16.3 Quality Assurance

D16.3.1 Quality assurance is the component of a quality management system that is focused on providing confidence that the quality requirements of the project will be fulfilled. Inputs to the quality assurance effort are the design drawings, specifications, project plans and progress reports.

D16.3.2 The Consultant shall:

- (a) coordinate the engineering and other design documents with the architectural drawings and specifications;
- (b) implement a document control system to identify changes to drawings and specifications;
- (c) control and track the distribution of design documents to prevent the unintended use of obsolete information;
- (d) commit the services of a consistent team of resources from initial concept design phase through contract administration and commissioning;
- (e) verify the compliance of the design with the functional, spatial, performance and aesthetic needs of the project, along with applicable codes, standards, and Municipal by-laws;
- (f) submit a detailed Quality Implementation Plan (QIP) for the verification of the Contractor's performance. The plan will include a consolidated listing of project-specific design and system performance criteria that have been used by the Consultant and the Subconsultants as a basis for design of the project. The QIP will also include a listing of those activities, and their timings, to be carried out by the Consultant and the Subconsultants during construction to verify that the work is completed in compliance with the contract documents and with the design requirements of the project. For example, QIP would include performance criteria for curtain wall and any necessary mock ups and inspections; and
- (g) prior to the tender for construction work undertake a three-dimensional building information modelling (BIM, using Revit or equivalent) with Subconsultants input as part of the design coordination effort to eliminate coordination and conflict issues between various design disciplines.

D16.4 Quality Control

D16.4.1 Quality control is the component of a quality management system that is focused on fulfilling the quality requirements. The quality control effort involves inspections, tests, and corrective and preventive actions on site.

D16.4.2 The Consultant shall:

- (a) assign an experienced Contract Administrator to oversee the quality of the construction. In addition to the Contract Administrator's typical duties, the Contract Administrator shall follow all City specific duties outlined in the City's Project Management Manual;
- (b) confirm that the Contract Administrator is familiar with all technical aspects of the design;
- (c) carry out all inspections and supervise or witness all tests, as defined in the QIP, to verify that the contract work is proceeding in accordance with the contract documents and to minimize the time required to correct contractor deficiencies during the facility start-up phase;
- (d) maintain the QIP plan and submit updates to the plan accordingly; and
- (e) identify and track deficient work on site from discovery to correction.

D16.5 **Cost Control**

D16.5.1 The Consultant will work with the City to deliver a design within the budget.

D16.5.2 The Cost Consultant retained by the Consultant shall provide a cost estimate report for each phase of the development of the design, which in addition to the cost estimate of the construction, provides a description of the following aspects:

- (a) current local market conditions;
- (b) any potential for future changes to the construction market;
- (c) calculations of escalations;
- (d) availability of construction products; and
- (e) any other items that could affect the price of products or the availability of resources at the time construction takes place.

D16.5.3 As requested in each design phase in this RFP, the Consultant shall develop and submit the following Project Cost Estimates for the City's approval:

- (a) Class 3 Cost Estimate in Schematic Design and Program of Requirements submission;
- (b) Class 2 Cost Estimate in Detailed Design and RFQ Pre-Qualification submission; and
- (c) Class 1 Cost Estimate in Contract Document submission.

D16.5.4 The Consultant shall provide cost comparisons and cost reports identifying the differences between each succeeding cost estimate, along with an executive summary, identifying the reasons for the differences and their cost effect on the project.

D16.5.5 All construction estimates must include design and estimating contingency sums as are deemed necessary in light of the design information not available. The Consultant shall provide an explanation as to the level of contingency included within each estimate.

D16.5.6 Unit rates and prices used in arriving at estimated costs will be based on current rates at the time of submission and will include increases that would normally occur during the construction period. Escalation for the period between submission and the start of construction will be shown separately.

D16.5.7 The Consultant shall deliver a proposed schedule for preparation and review of cost estimates, clearly demonstrating cost control measures that will be implemented to ensure the various cost estimates at various stages of design development are within the construction budget.

D16.5.8 The Consultant shall monitor construction costs from the commencement of the Consultant's work through to completion of construction.

D16.5.9 Potential cost overruns shall be reported by the Consultant well in advance of their anticipated occurrence to allow the City enough opportunity to take remedial measures.

- D16.5.10 The Consultant shall aid the City by responding to questions concerning project costs and alternative cost solutions.
- D16.5.11 Escalation for the period between submission of the cost report and the time of tender submission shall be shown separately.
- D16.5.12 The Consultant shall provide the City with cost estimates for proposed change notices (PCN) prior to the PCN being issued to the Contractor and shall further identify the anticipated impact on the construction schedule. The Consultant shall analyze the contractor's submission in detail; submit to the City detailed documentation supporting the Consultant's determination of the fair value of each PCN, and issue written advice to the DPM regarding the disposition of PCN's.
- D16.5.13 The Consultant shall ensure that the scope of work and associated cost remains within the budget constraints of the project.

D16.6 Design Schedule

- D16.6.1 The Consultant shall, within twenty (20) working days of notification of contract award, submit a design schedule based on the work items and milestones listed in sections D8, D9, D10, and D24. This design schedule will then be used to coordinate all phases of the work. Once the City approves the schedule, the Consultant shall complete its work in accordance with the approved schedule.

D16.7 Construction Schedule

- D16.7.1 The Consultant shall include in the contract documents the requirement of the Contractor to provide a monthly earned value assessment of the actual construction performance compared to the approved baseline.
- D16.7.2 The Consultant shall request schedule updates to analyze the Contractor's progress against the construction schedule.
- D16.7.3 The Consultant shall provide services beginning as soon as possible and perform the required services throughout the duration of the Project, until project completion. Timeline estimates related to design and construction of the Project are as per section D23 and take precedence over anything found in previous studies and reports.

D17. CITY OF WINNIPEG PROJECT MANAGEMENT MANUAL

- D17.1 The services required under D6 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> . Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D18. ADDITIONAL WORK

- D18.1 Additional work may be necessary due to unforeseen circumstances that may arise during the course of the Project due to:
- (a) Additions to the Scope of Work by the Contract Administrator, beyond that defined herein; and
 - (b) Other issues that occur on site, which require significant Contract Administration time to address.
- D18.2 Additional services will not be approved for:
- (a) Reasons of lack of performance, or errors in execution;
 - (b) Completion for correction of design errors or omissions;

(c) Additional contract administration work resulting from errors or omissions.

D18.3 Should it be determined that additional services are required, the Contract Administrator shall approve the work, prior to commencement of the additional work.

D18.4 Written quotations will be required for any additional work.

D18.5 The following shall apply to the Services:

(a) City of Winnipeg Green Building Policy: New City-Owned Buildings and major additions

<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=5989>

(b) Universal Design Policy

<http://clkapps.winnipeg.ca/DMIS/DocExt/ViewDoc.asp?DocumentTypeId=2&DocId=3604>

(c) City of Winnipeg Accessibility Design Standard

https://winnipeg.ca/ppd/Documents/CityPlanning/UniversalDesign/Access_Design_Standards.pdf

(d) City of Winnipeg Climate Action Plan

<https://winnipeg.ca/Sustainability/PublicEngagement/ClimateActionPlan/#tab-documents>

(e) City of Winnipeg: Public Engagement Guidelines

<https://winnipeg.ca/PublicEngagement/pdfs/PublicEngagementRequirements.pdf>

(f) City of Winnipeg Project Management Manual

Manual: <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#3>

Templates: <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>

- Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D19. DEFINITIONS

D19.1 When used in this Request for Proposal:

(a) "**Class 1 Cost Estimate**" is defined per the City's standards as having a cost estimate accuracy of -5% to +10%;

(b) "**Class 2 Cost Estimate**" is defined per the City's standards as having a cost estimate accuracy of -10% to +20%;

(c) "**Class 3 Cost Estimate**" is defined per the City's standards as having a cost estimate accuracy of -20% to +30%;

(d) "**Prime Consultant**" or "**Consultant**" means the Proponent who will be awarded a contract as a result of this RFP. The Consultant will be the lead Proponent responsible for the design and management of all the Subconsultants;

(e) "**SJA55+**" means St. James Assiniboia 55+ Centre;

(f) "**SJCC**" means St. James Civic Centre; and

(g) "**WADS**" means City of Winnipeg Accessibility Design Standards.

D20. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D20.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service

Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

- D20.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg’s behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D20.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

SUBMISSIONS

D21. AUTHORITY TO CARRY ON BUSINESS

- D21.1 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.

D22. INSURANCE

- D22.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D22.2 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 \$5,000,000 per claim and \$5,000,000 in the aggregate.
- D22.2.1 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.
- D22.3 The policies required in D22.2(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.
- D22.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D22.2(a) and D22.2(b).
- D22.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D22.2(a) and D22.2(c).
- D22.6 The Consultant shall provide the Project Manager 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 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 D22.9.
- D22.7 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.
- D22.8 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.
- D22.9 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

D23. COMMENCEMENT

- D23.1 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.
- D23.2 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 D21;
 - (ii) evidence of the insurance specified in D22.
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
 - (c) The direct deposit application specified in D27.1.
- D23.3 The City intends to award this Contract by September 14, 2022.

D24. CRITICAL STAGES

- D24.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements. Please allow the City approval time of approximately 2 weeks for each stage of work:
- (a) November 2022: Public Engagement #1
 - (b) December 2022: Updated Schematic Design
 - (c) January 2023: Issue Construction Contractor RFQ Documents
 - (d) January 2023: Public Engagement #2
 - (e) June 2023: Issue Construction Tender Documents
 - (f) June 30, 2025: Total Performance of Overall Project

D25. COVID-19 SCHEDULE DELAYS

- D25.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Services shall be performed by the Consultant with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Project Manager.
- D25.2 If the Consultant is delayed in the performance of the Services by reason of the COVID-19 pandemic, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D25.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether COVID-19 will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of material or work by others.
- D25.4 For any delay related to COVID-19 and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D25.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D25.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Project Manager.
- D25.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Project Manager, shall be documented in accordance with C8.

MEASUREMENT AND PAYMENT

D26. INVOICES

- D26.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed. to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
- Facsimile No.: 204-949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D26.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;

- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Consultant's GST registration number.

D26.3 Payments shall only be made on completion of requirements for each item of Work and acceptance by the City of all associated deliverables.

D26.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D27. PAYMENT

D27.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

THIRD PARTY AGREEMENTS

D28. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

D28.1 Funding for the Services of the Contract is being provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada and accordingly, as required by the applicable funding agreements, the following terms and conditions shall apply.

D28.2 For the purposes of D28:

- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
- (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.

D28.3 Indemnification By Consultant

D28.3.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the 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 Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the 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.

D28.4 Records Retention and Audits

D28.4.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D28.4.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in

D28.4.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D28.5 Other Obligations

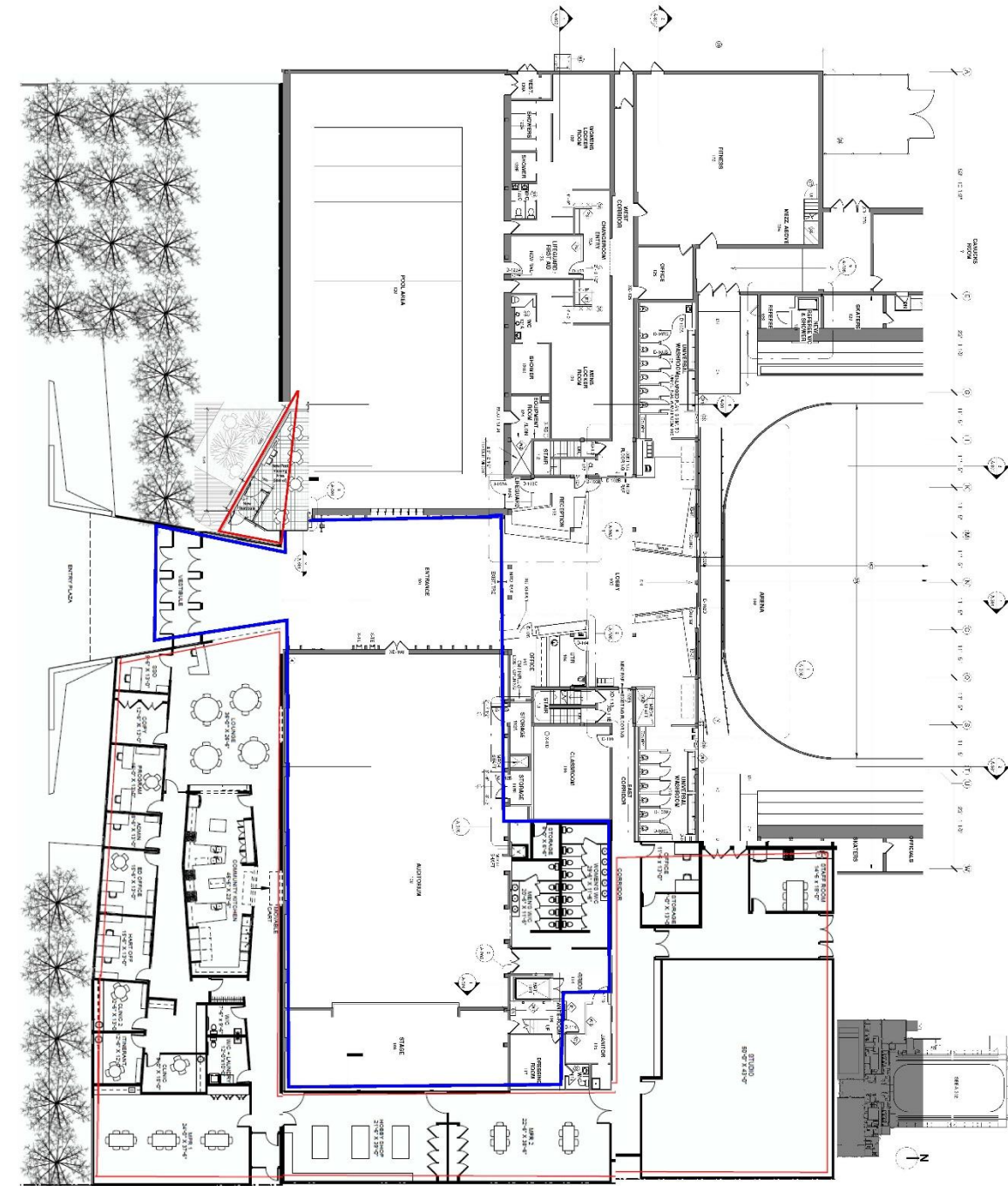
D28.5.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D28.5.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D28.5.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.

D28.5.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

APPENDIX A – 2017 PRELIMINARY DESIGN



TENDER 209 2022
ST. JAMES CIVIC CENTRE
289 JAMES AVENUE

APPENDIX B
2017 PRELIMINARY
DESIGN

APPENDIX B – GENERAL INSTRUCTIONS TO CONSULTANTS

APPENDIX C – GREEN BUILDING PROGRAM CHECKLIST

APPENDIX D – FUNCTIONAL REQUIREMENTS