

June 28, 2019

VIA INTERNET POSTING
8 Pages + PDF

**ADDENDUM NO. 1
REQUEST FOR PROPOSAL NO. 9127-19-7125**

CLOSING DATE: July 4, 12:00 NOON (LOCAL TIME)

For: Professional Design and Contract Administration Services for Roof Replacement and Building Envelope Repairs for Various Locations within the City of Toronto.

Two- Envelope System

Please refer to the above Request for Proposal (RFP) document in your possession and be advised of the following:

I. Revision:

1) Refer to APPENDIX D1 PRICE DETAIL FORM, Table 1:

Section A) Investigation, Analysis, and Design Services, item 1: Meetings, Twelve (12) meetings breakdown has been revised to "with one (1) at project outset, one (1) to meet with location staff, and ten (10) design progress meetings".

Section A) Investigation, Analysis, and Design Services, pricing for Item 8 Project Administration and Final project Documentation please refer to item 2) below for details.

2) Refer to Section 4.4 Schedule of Events, entire section has been replaced with the following:

- RFP issue date: June 4, 2019
- Deadline for Proponent questions: June 19, 2019
- Last Day for Issuing an Addendum (if required): Friday June 28, 2019
- RFP closing date: July 4, 2019 12:00 noon (local Toronto time)
- Evaluation expected to be complete: beginning of August, 2019
- Approval and award: August 2019
- Roofing consultant site review, design and specs, etc. : August 2019 to December 2019
- Draft tender documents for City review : December 15, 2019
- Tender period : January 2020 to May 2020
- Retain Contractor and mobilization : May 2020

- Construction work : May 2020 to October 2020
- Deficiencies clean up: October 2020 to December 2020
- Project close out : January 2021 to July 2021

For 40 College the intent is to complete the construction in one season. However, if significant delays witnessed due to access restrictions the construction may extend to more than one season. **For this reason and to price your RFP account for the additional construction season for line item 8.** Modify the following high level schedule as follow; all other dates remain the same:

Construction work : May 2020 to August 2021
 Deficiencies clean out : September 2021 to December 2021
 Project close out : January 2022 to July 2022

This schedule is subject to change and appropriate written notice of any changes will be provided where feasible.

- 3) Refer to Appendix B – Agreement Terms and Conditions, it has been replaced with the attached Revised Form of Agreement.

II) Addition

- 1) Please note that Deadline for Proponent Questions June 19, 2019 remains unchanged. Questions received after the deadline for proponent questions may or may not be addressed. If the City can respond to these questions, answers to any/all questions will be provided through an addendum which can be downloaded on the City's Online Document System.

II. Questions & Answers:

Q1. Section 5 – Indemnities. The Agreement contains a non-negligence-based indemnity which has no limit of liability. A non-negligence-based indemnity is of concern to Professional Engineers and Architects as professional negligence is covered by our professional (errors and omissions) insurance policy. A non-negligence claim would fall outside generally insured services. Can the non-negligence based indemnity be removed or revised to remove non-negligence based indemnity?

A1. Please refer to the new indemnity clause in section 8 of the form of agreement found in the revised Appendix B

Q2. Section 13 – Warranties and Covenants: A fitness for purpose is generally excluded under Professional Liability Insurance policies and therefore if a claim is made under the warranty/ obligation of results, a Professional would not be able to turn to insurance for coverage and would be obliged to fund the claim entirely out of pocket. Can Section 13 be replaced with the following:

"The Vendor represents, warrants and covenants to the City (and acknowledges that the City is relying thereon) that the Services provided by the Vendor under this Agreement

shall be performed in a manner consistent with that degree of care, skill and diligence normally provided by members of the same profession performing the same or comparable services in respect of projects of a similar nature in similar circumstances.”

A2. Please refer to section 2(1) of the form of agreement found in the revised Appendix B.

Following Q &A apply to All Sites:

Q3. Please confirm what days of the week and what hours that we may access **each site** to complete our investigations as clearly many of these sites have unique site constraints due to their use as stated in the RFP.

A3. For the investigation and design only, generally assume Monday to Friday 8 am to 3 pm with some exceptions for 40 College St. Assume 20% of the investigation and design for 40 College are during weekends.

Q4. Please confirm if and how we will be compensated if access is denied.

A4. Refer to Page 21 Section: 3 (Scope of Work), item C.1 (Coordination) for planned and approved site visits that are denied.

Q5. Please confirm there are current designated substances reports available for each site.

A5. The City's consultants are currently working on these DSS reports and they all should be ready at the award stage and will be made available to the Successful Proponents.

Q6. Please confirm which sites you **do not have** complete set of structural **and** mechanical drawings for as you are asking us to review this component in each and every building as this will have a direct bearing on time spent and cost.

A6. ALL sites do NOT have complete sets of drawing in any kind. For missing information it is the Successful Proponent's responsibility to collect the missing information from direct site measures.

Q7. Please provide a schedule for required deliverables for each stage of this project for each address as the RFP indicates the project as a whole may be extended into several years. There does not appear to be an indication of priority and will affect the costs.

A7. Please refer to the Revision Section item 2) above for details. The contract is expected to start August, 2019 and completed by July 2021 for all locations.

The City realizes three of the five projects are much smaller and faster to complete than the larger and more complex two police building projects.

The City encourages and will work with the successful Proponent to complete those 3 smaller projects as soon as possible, however for completing Appendix D Price Detail Form purpose, assume the high level schedule as per Revision Section item 2) for all projects other than 40 College St.

Following Q&A apply to 40 College:

- Q8.** Are we to presume all roofs will need to be included in the investigation process and replacement specifications as the RFP indicates several roofs have been replaced in the last few years? This will have a direct bearing on the time and costs.
- A8.** Refer to section 3 (Scope of Work) for 40 College St. All Flat roof areas need to be investigated including roof areas recently replaced and based on the investigation results the successful Vendor to recommend repair, replacement or code upgrade as necessary. The sloped Metal roof areas, however, are not included in this investigation.
- Q9.** Is the anchor system up to date and certified for use?
- A9.** For the purpose of this RFP assume the anchors are certified for use.
- Q10.** Please confirm all skylights and sloped glazing (some apparently leaking) are not to be included in the investigation or scope other than face caulking and to tie the roofing into them.
- A10.** The large skylight and the sloped glazing units are not included in the scope of this project. However, the connection/tie in between the skylight and the sloped glazing units with the roof and adjacent walls are included in the scope of work.
- Q11.** Do to apparent access concerns at this site, considering you wish a "detailed investigation of the sealants" is it permissible to verify the condition of the sealants from safer access locations ie. from the roof surface and off ladder where safe or is it your intent a contractor be retained by the consultant to set up scaffold or ? to access higher elevations to carry out the sealant review?
- A11.** The means that the successful Vendor uses to complete their investigation is their choice as long as they follow all the safety standards and do not impact the building operation or the general public. However, all staff on site MUST have up to date safety training before they are permitted to access the sites.

2 Dyas Road:

- No questions

Following Q & A apply to 23 Grange Road:

- Q12.** Please confirm that the saw tooth Mod. Bit. Roof and front entrance canopy are not included in this RFP for replacement.
- A12.** Please refer to Section: 3 (Scope of Work), Item 5 (23 Grange Road- Roof Replacement), Figure 1-Four Roof Areas included in the scope of work (highlighted in yellow). The saw tooth roof area is not included in this project.

Following Q & A apply to 33 Claremont Street:

- Q13.** Please confirm if the stairwell penthouse roof is similar in assembly to the main roof.
- A13.** For the purpose of this RFP assume it is.

Q14. Please provide photographs (if available) of the stairwell penthouse roof as this was not visible/accessible during the mandatory site visit.

A14. Photographs are not available for this small roof area. Assume it is similar assembly to the lower roof area for the purpose of pricing this RFP.

Following Q & A apply to 126 Pape Avenue:

Q15. Please confirm that all roof areas are included for replacement in this RFP.

A15. Please refer to Section: 3 (Scope of Work), Item 4 (126 Pape Ave.- Roof and Windows Replacement), third paragraph. *"This project pertain to the roof replacement on both buildings".*

Q16. Please confirm if installation of solar panels are to be included in this RFP.

A16. The installation of solar panels is not part of this project. However, the roof system and the warranties must be designed to accommodate and allow for future solar systems to be installed.

Q17. Please confirm if City will provide the editable version of the "**Appendix D1-Price Detail Form**"? Excel format of the Form?

A17. Unfortunately soft copy of Price Form is unavailable. And submission of Electronic Version of Price Detail Form is not a mandatory requirement.

Q18. Please confirm if deadline for proposal submission can be extended by a week.

A18. Unfortunately no extension are to be considered.

Q19. Page 28, 5.2.2

This section asks for a soft copy of the pricing in excel format. Will the City provide the specific Excel template?

A19. See A17 above for details.

Q20. Can a range of dates be provided for the interviews so we can ensure the appropriate professionals are available for an interview?

A20. Based on Section 4.4 Schedule of Events, should the interview be required, the estimated week would be the week of August 6th to August 9th.

Q21. Does the Executive Summary count as one of the 10 pages of the submission?

A21. Yes.

- Q22.** Table 1, page 64/74, Item 1 meetings: The item is described as Twelve (12) meetings: one (1) at project outset, one (1) to meet with location staff, and six (6) design progress meetings. Should there be 12 total meetings or 8 total meetings?
- A22.** 12 Total Meetings should be priced with one (1) at project outset, one (1) to meet with location staff, and ten (10) design progress meetings.
- Q23.** Table 4 for 126 Pape Ave., includes a cash allowance for heritage consultant fee. Do all heritage consultant fees associated with this site, from investigation through to construction, get drawn from that allowance?
- A23.** Yes.
- Q24.** Item 7, Site Inspection Services, for each if Tables 1 through 5 specifies number of site visits. Item 8 Project Administration does not indicate a project duration. Can a project duration be added to each of tables 1 through 5 so all Proponents base their project administration time on the same construction duration? Could a unit rate for additional weeks or months be added?
- A24.** Refer to the high level project schedule above for project durations for each site.
- Q25.** Page 31, item 1e
Is the mechanical/electrical engineer required to be independent, or can we use in-house resources?
- A25.** In-house expertise are acceptable as long as they meet the specified requirements.
- Q26.** Is it possible to provide an anticipated time frame for the completion of all construction projects?
- A26.** Refer to the high level project schedule above for project durations for each site.
- Q27.** Toronto Police Headquarter - Page 11, Scope of Work Clarification.
a) Is the metal roof included as part of the investigation?
- A27.** No.
- Q28.** At the top of page 11 it is implied that this project may "span over a few years". For the purposes of this proposal can we assume 2 construction seasons.
- A28.** Refer to the high level project schedule above for project durations for each site.
- Q29.** With respect to the sealant replacement, is limited only to the panel to panel joints or all sealant joints throughout the exterior shell of the building.
- A29.** All sealant joints throughout the exterior building envelope excluding the large sloped glazing units (connection of the glazing units to the wall included).

Q30. Aside for re-roofing the roof anchors, does the scope of work include the design of a new anchor system?

A30. No. Only re-roofing around the roof anchors included.

Q31. Is there a possibility of pre-qualifying roofing contractors to bid this work?

A31. A decision has **not** been made to pre-qualify roofing contractors for this project.

Q32. Page 30, Item 1.3.1,
With respect to providing proof evidence as its related to Lectures / Presentations, are we required to submit the entire presentation or for the purposes of this submission can we include a sample of the slides, as some of this material has been paid for by others and it can be considered propriety information and only to be released with written permission. The full submission can be shown to the selection committee as part of the interview process.

A32. As long as the sample clearly shows the Vendors capacity to understand, design and apply the concepts, the entire presentation is not necessary. However, unclear or incomplete samples will result in lower scores.

Q33. Appendix B: Section 5 Indemnities, will the City add "negligent" prior to "performance or non performance..." in the 4th line of the paragraph?

A33. Please refer to the new indemnity clause in section 8 of the revised Form Of Agreement.

Q34. Appendix B: Does the 2nd paragraph in Section 5 Indemnities imply that the vendor is required to defend any claims?

A34. Please refer to the new indemnity clause in section 8(2) of the revised Form Of Agreement.

Q35. Appendix B, Section 19, Liquidated Damages. Is the vendor responsible in any way for liquidated damages relative to the non-performance of the contractor?

A35. No.

Q36. There is no definition of standard of care in the RFP. Will the City accept this standard of care?

The Vendor will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by other members of the engineering and science professions currently practicing in the same or similar locality, under the same or similar conditions, subject to the time limits and financial, physical or any other constraints applicable to the Services. No other warranty, express or implied, is made or intended to be made with respect to the Services and the same are specifically disclaimed.

A36. Please refer to s. 2(1)(c) of the Revised form of agreement

Q37. Will the City consider a limitation of liability for the project?

A37. No.

Q38. Does the City have a dispute resolution process in place that would be applicable to this project?

A38. There is no dispute resolution process set out in the revised form of agreement.

Q39. Can we be provided a copy of the construction contract that will be used between the City and the Contractors?

A39. This question is irrelevant to current RFP. So far, the City intend to use CCDC 2 contract with the City of Toronto's supplementary condition.

Should you have any questions regarding this addendum contact Tracy Zhang at Tracy.Zhang@toronto.ca

Please attach this addendum to your RFP document and be governed accordingly. Bidders must acknowledge receipt of all addenda in their Proposal in the space provided on the Request for Proposal Form 1 as per the Process Terms and Conditions, Item 4 - Addenda, of the RFP document. All other aspects of the RFP remain the same.



Leanne Dacosta
Acting Manager, Purchasing and Materials Management Division