



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 622-2011**

**PROFESSIONAL CONSULTING SERVICES FOR HURST PUMPING STATION  
STRUCTURAL REPAIRS – PRELIMINARY DESIGN**

**Proposals shall be submitted to:**

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

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Fees	3
Form C: Optional Fees	4

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Proposal Submission	2
B8. Proposal (Section A)	3
B9. Form B: Fees (Section B)	4
B10. Description of Fees (Section C)	4
B11. Form C: Optional Fees (Section D)	5
B12. Management Proposal (Section E)	5
B13. Technical Proposal (Section F)	7
B14. Project Schedule (Section G)	7
B15. Qualification	7
B16. Opening of Proposals and Release of Information	8
B17. Irrevocable Offer	8
B18. Withdrawal of Offers	9
B19. Interviews	9
B20. Negotiations	9
B21. Evaluation of Proposals	9
B22. Award of Contract	10

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
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### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Project Manager	1
D3. Background	1
D4. Scope of Services	1
D5. City Responsibilities	3

#### Submissions Prior to Start of Services

D6. Authority to Carry on Business	4
D7. Insurance	4
D8. Security Clearance	5

#### Schedule of Services

D9. Commencement	5
D10. Critical Stages	6

#### Appendix A - Definition of Professional Consultant Services (Consulting Engineering Services)

#### Appendix B - Relevant Documents

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROFESSIONAL CONSULTING SERVICES FOR HURST PUMPING STATION STRUCTURAL REPAIRS – PRELIMINARY DESIGN

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 18, 2011.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

B3.1 The Project Manager or an authorized representative will conduct a Site Investigation tour of the Site on:

(a) August 03, 2011, 10:00am at the Hurst Pumping Station main entrance located at 60 Hurst Way.

B3.1.1 Proponents are requested to register for the Site Investigation by sending an email to the Project Manager identified in D2.

B3.1.2 Proponents are required to have their own PPE.

B3.2 Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Proponents attend.

B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Site Investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Project Manager in writing.

### **B4. ENQUIRIES**

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

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

B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

## **B5. CONFIDENTIALITY**

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

## **B6. ADDENDA**

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

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B8;
  - (b) Form B: Fees (Section B) in accordance with B9;
  - (c) Description of Fees (Section C) in accordance with B10;
- B7.2 The Proposal should also consist of the following components:
- (a) Form C: Optional Fees (Section D) in accordance with B11
  - (b) Management Proposal (Section E) in accordance with B12;
  - (c) Technical Proposal (Section F), in accordance with B13; and
  - (d) 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, to constitute a responsive Proposal.

- B7.5 Proponents should submit one (1) unbound original (marked "original"), four (4) copies and an electronic copy in PDF format for sections identified in B7.1 and B7.2.
- B7.6 Present Proposal as indicated in Sections identified in B7.1 and B7.2. Proponents are encouraged to use their creativity to submit a Proposal that provides the requested information for evaluation and other information that illustrates the strength of their team.
- B7.7 The Proposal shall be limited to a maximum of thirty (30) pages of Project specific material and a maximum of twenty (20) pages of support documentation including curriculum vitae and related information.
- B7.8 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B7.9 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.10 The City will not accept Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail).
- B7.11 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB, R3B 1J1
- B7.12 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B8. PROPOSAL (SECTION A)**

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

- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

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

## **B9. FORM B: FEES (SECTION B)**

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

B9.2 The Proponent shall complete Form B: Fees, summarizing Fees for the Scope of Services.

## **B10. DESCRIPTION OF FEES (SECTION C)**

B10.1 Proposals shall include detailed description of Fees summarized in Form B: Fees.

B10.1.1 Details shall include hourly rates, work activity costs, total cost for each task identified in D4.

B10.1.2 The proposal shall also include subtotal costs for each year, stated in 2011 or 2012 dollars where applicable.

- (a) increases to hourly rates due to annual cost of living shall be included in the Fixed Fee.
- (b) after the Project has been awarded, the City will not permit increases to annual Fee subtotals.

B10.2 The City will only consider adjustments to Fees based on increases or decreases to the Scope of Services.

- (a) The City will not consider an adjustment to the Fees based on changes in the Project budget.

B10.3 Proponents shall indicate separately in the proposal any part of the scope of work that they intend to excluded, apply discounts or suggest additional works. Such Fees must:

- (a) be described separately in the proposal as "Optional Fees". Description must include hourly rates, work activity costs, total cost and disbursements;
- (b) be specified in the year that the project will be carried out using the appropriate hourly rate; and
- (c) not be included in the subtotals and total fees for tasks indicated in the Scope of Services.

B10.4 Fee Proposals shall conform to the "Association of Professional Engineers and Geoscientists of the Province of Manitoba (APEGM) - Guide for the Engagement of a Consulting Professional Engineer", January 2008.

B10.5 The City is prepared to pay directly to the provider of large disbursements such as equipment rentals and testing services from outside suppliers or agencies.

B10.6 As an option to paying rental charges, the City may choose to purchase any new equipment (including computer software) as a disbursement for the proponent's use in this Project. The City would then take possession of the equipment at the end of the Project.

- B10.7 The City will take possession of all non-consumable disbursement items either during the course of the Project or at Project completion and to this end an inventory of these items including their disposition shall be prepared and maintained. As this assignment may require the loaning of City records in original form, an inventory of these items shall be prepared and maintained.
- B10.8 Fees 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.
- B10.8.1 Overhead head costs indicated in C1.1(b) or disbursements typically referred to as type 1 disbursements or general expenses shall be factored into the hourly rates.
- (a) such disbursements shall not be described or indicated separately in the proposal.
- B10.9 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.10 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B11. FORM C: OPTIONAL FEES (SECTION D)**

- B11.1 Any part of the Scope of Services that the Proponent intends to exclude, apply discounts or suggest additional works shall be indicated separately.
- (a) such Fees shall be summarized in Form C: Optional Fees.

**B12. MANAGEMENT PROPOSAL (SECTION E)**

- B12.1 Experience of Proponent and Subconsultant firms:
- (a) Proponents should describe their experience including:
- (i) general firm profile information, years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants;
  - (ii) details demonstrating the history and experience of the Proponent and Subconsultants in providing preliminary design and detailed assessments similar to those outlined in the Scope of Services;
  - (iii) a maximum of two projects per each task of the Scope of Services;
  - (iv) the Projects shall indicate the Proponent and Subconsultant(s)' experience and be similar in size and complexity to those indicated in the Scope of Services; and
  - (v) for each project listed in B12.1(a) (iii), the proponent shall indicate:
    - ◆ Project owner;
    - ◆ role of the Consultant;
    - ◆ brief description of the Project. Projects must be similar in size and complexity to each task listed in the Scope of Services; and
    - ◆ reference information (two current names with telephone numbers per Project).
- B12.1.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B12.2 Experience and qualifications of key personnel assigned to the Project:
- (a) provide names of key personnel assigned to the Project;
- (i) Proponents shall not substitute names of key personnel without the written permission from the Project Manager.

- (b) provide the experience and qualifications of the key personnel assigned to the Project including:
- (i) job title(s);
  - (ii) educational background and degrees;
  - (iii) professional affiliation;
  - (iv) years of experience in design, assessments, and construction administration;
  - (v) years of experience with existing employer;
  - (vi) years of experience in current position;
  - (vii) percentage of time to be dedicated to the project; and
  - (viii) two projects for which each person identified has played a comparable role. If a project selected for a key person is included in B12.1(a)(iii), provide only the project name and the role of the key person. For other projects provide the following:
    - ◆ role of the person;
    - ◆ Project Owner;
    - ◆ description of Project; and
    - ◆ reference information (two current names with telephone numbers per project).

**B12.3 Proponent's Project Management approach:**

- (a) Proponents should describe how the project will be organized and managed.
- (b) Proposals should include method(s) that describe the Proponent's Project Management approach and team organization during the performance of the Services. Describe the methods such that the evaluation committee has a clear understanding of the methods the proponent will use in delivering the Project. The methods should include:
- (i) job function for each person or group of people identified;
  - (ii) time estimates by work activity and in total for each person identified in B 12.2(a);
  - (iii) an organizational chart indicating the role of each key person;
  - (iv) Project communications;
  - (v) quality assurance/quality control;
  - (vi) risk management;
  - (vii) cost control; and
  - (viii) health and safety
- (c) the Management Proposal should identify all activities to be performed outside the City of Winnipeg either by the Proponent's staff or by Subconsultants. Identify proposed arrangements involving out-of-town staff to participate in coordination and review functions; and
- (d) Proponents are encouraged to identify any programs, procedures, systems, or techniques used to demonstrate sophisticated levels of management, cost control or quality control normally used or proposed to be used for the Project.

**B12.4 Past Performance:**

- (a) the City will consider past performance of the Proponent on past and ongoing projects carried out for the City. The evaluations of the Proponent shall be in terms of timeliness in submitting deliverables, adherence to schedule and quality of work; and
- (b) Proponents that have not worked with the City before will be evaluated based on the testimonials of the references provided.



### **B13. TECHNICAL PROPOSAL (SECTION F)**

- B13.1 Proponents understanding of the Scope of Services: The Technical Proposal should demonstrate that the Proponent has a practical understanding of the Scope of Services including by:
- (a) clearly identifying and explaining work activities;
  - (b) stating assumptions and interpretations of the Scope of Services;
  - (c) indicating activities and services to be provided by the City if different from D5; and
  - (d) stating other information that conveys the Proponent's understanding of the Project requirements.
- B13.2 The Proposal should indicate the technical approach and methods for carrying out each task outlined in the Scope of Services.
- B13.3 From a technical perspective, Proponents are encouraged to indicate innovations or initiatives for performing each task.

### **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.
- B14.1.1 The schedule should be detailed and practical. It should address each requirement and task of the Scope of Services.
- B14.2 The schedule should include:
- (a) work breakdown structure;
  - (b) resource assignments (key designers);
  - (c) durations (weekly timescale);
  - (d) milestone dates or events;
  - (e) critical dates for review;
  - (f) anticipated approval processes by the City. A minimum of three weeks should be allowed for completion of these processes;
  - (g) project meetings ( allow for a minimum of 5 meetings);
  - (h) consideration for weather impacted items. For instance, drainage and roof assessments should be carried out before snow falls;
  - (i) a minimum of three days notice for entrance into the Hurst Pumping Station building and Site
  - (j) submission of monthly progress reports; and
  - (k) submission dates for required deliverables.

### **B15. QUALIFICATION**

- B15.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract;
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;

(d) have or establish and staff an office in Winnipeg for the duration of the Project.

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

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

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

(a) have successfully carried out services for preliminary design and detailed assessments on 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;

(c) have a written workplace safety and health program, 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) while carrying out the detailed assessments works associated with this Contract; and

(e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

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

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

## **B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B16.1 Proposals will not be opened publicly.

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

B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

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

## **B17. IRREVOCABLE OFFER**

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

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall

be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

## **B18. WITHDRAWAL OF OFFERS**

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

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

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

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

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

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

## **B19. INTERVIEWS**

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

## **B20. NEGOTIATIONS**

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

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

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

## **B21. EVALUATION OF PROPOSALS**

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

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation there from: (pass/fail)

- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15:  
(pass/fail)
  - (c) Form B: Fees (Section B) (pass/fail)
  - (d) Description of Fees; (Section C) 30%
  - (e) Management Proposal (Section E) 30%
  - (f) Technical Proposal; (Section F) 30%
  - (g) Project Schedule. (Section G) 10%
- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified..
- B21.4 Further to B21.1(c), the Award Authority may reject a Proposal as being non-responsive if the Proponent does not fill or submit Form B: Fees.
- B21.5 Further to B21.1(d), Fees will be evaluated based on the requirements of B10.
- B21.6 Further to B21.1(e), the Management Proposal will be evaluated considering the experience of the Proponent's and organization (firm) on projects of similar size and complexity, the experience and qualification of the key personnel and Subconsultant personnel on projects of comparable size and complexity as well as the Proponent's Project Management approach and Proponent's past performance.
- B21.7 Further to B21.1(f), the Technical Proposal will be evaluated considering the Proponent's demonstrated understanding of the Project's technical and functional requirements, stated technical approach and methods to complete each task, and innovations or Initiatives to be used to perform each task.
- B21.8 Further to B21.1(g), Project Schedule will be evaluated based on the requirements of B14 and D10.
- B21.9 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide complete responses to B7.2(a) to B7.2(c), the score of zero will be assigned to the incomplete part of the response.
- B22. AWARD OF CONTRACT**
- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or

(e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.

**B22.4 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).**

B22.5 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.

B22.6 The City may, at its discretion, award the Contract in phases.

B22.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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:

Remi Adedapo, M.A.Sc., P.Eng.

Email: radedapo@winnipeg.ca

Telephone No. (204) 986-5496

Facsimile No. (204) 224-0032

D2.2 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 or designate. Failure to restrict correspondence and contact to the Project Manager or designate may result in the rejection of the Proponents Proposal Submission.

D2.3 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. BACKGROUND**

D3.1 The City of Winnipeg commissioned the Hurst Pumping Station in 1960. The roof was repaired in 1979. The station was expanded in 1993; upgrades were made to the HVAC system in 1994. The portion of the roof of the station that was installed in 1960 was reroofed in 1994.

D3.2 The exterior walls of the pumping station consist of precast concrete wall panels, rigid insulation, vapour barrier and block walls. Parts of the interior walls in the Pumping Station were insulated with cork material.

D3.3 Over the years, structural defects have occurred on the precast concrete wall panels and roof. Noted defects include deterioration of the copings exposing reinforcing steel, cracked panels, deterioration of ribs on the panels, and the deterioration of the caulking joints in several locations and leaking of the roof.

D3.4 The Pumping Station's founding soil is sloughing into the crawl space under the chemical loading area of the Station. This has created voids around the building. There is also moisture in the crawl space under the chemical loading area of the Pumping Station. Accumulation of the water in this area has resulted into water leaking through the wall into the Pumping Station.

#### **D4. SCOPE OF SERVICES**

D4.1 Unless otherwise stated, Appendix A – Definition of Professional Consultant Services (Consulting Engineering Services) shall be applicable to the provision of Professional Engineering services for this project. These services are specific to Advisory Services and Preliminary Design.

D4.2 Refer to Appendix B for Relevant Documents to the Project.

D4.3 The Services required under this Contract shall consist of the following:

D4.3.1 Task 1: Project Management.

- (a) plan, organize, secure, and manage resources to complete the Tasks indicated in D4.3.2 , D4.3.3, and submit deliverables indicated in D4.4;
- (b) coordinate project meetings, and distribute minutes. The meetings shall be used to update the City on the status of the project, and obtain clarifications on the project;
  - (i) if PowerPoint slides are used at the meetings, copies of the slides must accompany the minutes
- (c) carry out other project management activities as required.

D4.3.2 Task 2: Building Assessment

- (a) review drawings and reports associated with the Hurst Pumping Station Building;
- (b) thoroughly assess the exterior walls from the precast wall panels and anchoring system to the outside face of the block wall;
  - (i) assessment of the exterior wall shall be from a structural, architectural and building code perspective
  - (ii) removal of wall panels may be required at key locations
- (c) carryout a detailed structural and architectural assessment of the Pumping Station roof including the feasibility of adding more roof drains;
- (d) Perform a visual inspection and recommendations regarding the cork material inside the building from a fire hazard perspective; and
- (e) Proponents should be advised that there is confirmed asbestos inside the Pumping Station. Asbestos materials on the ceiling and walls of the Pumping Station have been identified as transite and non-friable. Caution labels have also been applied to wall areas consisting of asbestos materials.
  - (i) should there be a need as part of this assessment to remove or disturb these materials, the consultant will be required to develop a protocol and take appropriate precaution for the removal and disposal of the asbestos material.
  - (ii) Proponents **shall not** include the cost of developing an asbestos removal protocol, removal and disposal of asbestos material in the Fee proposal. If during the assessment there is a need for removal or disposal of asbestos, the City will handle such as extra work.

D4.3.3 Task 3: Drainage Assessment

- (a) review available drawings and reports associated with the Hurst Pumping Station site;
- (b) investigate the source of moisture in crawl space under the chemical loading area;
- (c) investigate the problem resulting into ground settlements and sloughing around the foundation of the Pumping Station; and
- (d) examine the impact of ground water conditions and/ or drainage issues on the foundation of the pumping station.

D4.4 The following are deliverables required for the project:

D4.4.1 A project management plan for managing the Hurst Pumping Station Structural Design – Preliminary Design Project.

- (a) the plan shall be submitted on or before the kick off meeting;
- (b) the plan shall include but not be limited to:
  - (i) the schedule submitted under B14. Proponent should note that:
    - ◆ the successful Consultant may be required to make changes to their schedule;
    - ◆ the reviewed and approved scheduled shall not change during the course of the project;



- ◆ if the Consultant is behind schedule, they shall find ways of making up for lost time without affecting the schedule.
  - (ii) schedule management. How the successful Consultant intends to submit deliverables in a timely fashion;
  - (iii) cost management: How the successful Consultant intends to complete the Project on budget.
  - (iv) change control process;
  - (v) risk management;
  - (vi) site specific health and safety plans for working on the project;
  - (vii) quality assurance and quality control; and
  - (viii) communication plan.
- D4.4.2 Monthly project report. The reports shall consists of the following:
- (a) a maximum of 2 pages;
  - (b) work carried out in the previous month;
  - (c) work in progress;
  - (d) Work anticipated for the following month;
  - (e) percentage completion of the overall project and each task outlined in D4.3.2 and D 4.3.3;
  - (f) information request for the following month; and
  - (g) issues to date.
- D4.4.3 Technical memorandums for Tasks 2 and 3.
- (a) Submit the technical memorandums electronically in Microsoft Word.
- D4.4.4 Draft and final report detailing the assessment, all findings, conclusions and recommendations.
- (a) recommendations shall include but not limited to:
    - (i) drainage improvements around the foundation of the Pumping Station;
    - (ii) remediation of ground settlement around the Pumping Station;
    - (iii) rehabilitation plan for the roof, and exterior wall system;
    - (iv) measures of preventing moisture from entering into the crawl space and into the building; and
    - (v) fire prevention as it relates to the cork material in the Pumping Station
  - (b) the report shall consist of a remediation program including, schedule, budget and priority;
  - (c) a minimum of Class 3 cost estimate of proposed recommendations shall be used for the budget. Cost estimate shall be based on AACE International Recommended Practice No. 17R-97 and No.18R-97;
  - (d) Submit the draft report electronically in Microsoft Word; and
  - (e) Submit four hard copies and a PDF copy of the final report.

## **D5. CITY RESPONSIBILITIES**

- D5.1 The City will provide the Consultant with the following:
- (a) available data, drawings and reports necessary to complete the work; and
  - (b) access into the Hurst Pumping Station.

## **SUBMISSIONS PRIOR TO START OF SERVICES**

### **D6. AUTHORITY TO CARRY ON BUSINESS**

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

### **D7. INSURANCE**

D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D7.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

(a) Comprehensive or Commercial General Liability Insurance including:

- (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
- (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
- (iii) coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insured, 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;
- (v) 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 Services. 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.

(b) 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.

D7.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.

D7.3 The policies required in D7.2(a):

- (a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

D7.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a) and D7.2(b).

D7.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified

in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D7.10.

- D7.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D7.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D7.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D7.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D7.8.
- D7.10 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.

## **D8. SECURITY CLEARANCE**

- D8.1 Each individual proposed to:
- (a) perform any Work within City facilities including but not limited to ;
    - (i) the Hurst Pumping Station
- shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at their place of residence.
- D8.2 Prior to the commencement of any Work specified in D8.1, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- D8.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work specified in D8.1.
- D8.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified. Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work specified in D8.1.

## **SCHEDULE OF SERVICES**

### **D9. COMMENCEMENT**

- D9.1 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.
- D9.2 The Consultant shall not commence any Services until:

- (a) the Project Manager has confirmed receipt and approval of:
  - (i) evidence of workplace safety and health program specified in B15.3 (c) and (d)
  - (ii) evidence of authority to carry on business specified in D6;
  - (iii) evidence of the insurance specified in D7;
  - (iv) the security clearances specified in D8.
- (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D9.3 The City intends to award this Contract by September 26, 2011.

**D10. CRITICAL STAGES**

- D10.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) it is critical that the drainage and roof assessments are carried out soon after contract award and before snowfalls;
  - (b) draft report shall be submitted no later than February 29, 2012; and
  - (c) final report shall be submitted no later than March 31, 2012.

## **APPENDIX A - DEFINITION OF PROFESSIONAL CONSULTANT SERVICES (CONSULTING ENGINEERING SERVICES)**

### **1. INTRODUCTION**

- 1.1 It is the intent of the City of Winnipeg, in defining Professional Consultant Services (Consulting Engineering Services), to clarify the role required of consulting Engineers; to more fully identify the services to be rendered by consulting Engineers to the City and to other parties on behalf of the City; and to provide a more clearly determined basis of obligation in respect thereof by consulting Engineers to the City and to third parties in the provision of such services.
- 1.2 The services shall be performed in the City of Winnipeg, unless otherwise authorized by the City, under direct supervision of a professional Engineer. All drawings, reports, recommendations and other documents, originating therefrom involving the practice of professional engineering, shall bear the stamp or seal and signature of a qualified Engineer as required by the Engineering and Geoscientific Professions Act of the Province of Manitoba and By-laws of the Association of Professional Engineers and Geoscientists of the Province of Manitoba. Other reports and documents not involving the "practice of professional engineering", such as letters of information, minutes of meetings, construction progress reports, may be originated and signed by other responsible personnel engaged by the consulting Engineer and accepted by the City. Progress estimates, completion certificates and other reports related to the technical aspects of a project, must be endorsed by the Engineer in a manner acceptable to the City.

### **2. ADVISORY SERVICES**

- 2.1 Advisory services are normally not associated with or followed by preliminary design and/or design services, and include, but are not limited to:
- (a) Expert Testimony;
  - (b) Appraisals;
  - (c) Valuations;
  - (d) Rate structure and tariff studies;
  - (e) Management services other than construction management;
  - (f) Feasibility studies;
  - (g) Planning studies;
  - (h) Surveying and mapping;
  - (i) Soil mechanics and foundation engineering;
  - (j) Inspection, testing, research, studies, or reports concerning the collection, analysis, evaluation; and
  - (k) Interpretation of data and information leading to conclusions and recommendations based upon specialized engineering experience and knowledge.

### **3. PRELIMINARY DESIGN**

- 3.1 Preliminary design services are normally a prelude to the detailed design of a project and include, but are not limited to:
- (a) Preliminary engineering studies;
  - (b) Engineering investigation;
  - (c) Surface and subsurface site explorations, measurements, investigations, and surveys;
  - (d) Operations studies including drainage studies, traffic studies, etc.;
  - (e) Functional planning;

- (f) Physical, economical (capital and operating) and environmental studies including evaluation, comparison, and recommendation regarding alternative preliminary designs;
- (g) Preparation and submission of a report and appropriate drawings to the City, fully documenting data gathered, explaining adequately the assessment made, stating with clarity the resulting conclusions, and containing all recommendations which are relevant to this stage of project implementation;
- (h) Special applications to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto and appearance before same in support of the application.

#### **4. DETAILED DESIGN**

4.1 Detailed design services normally involve preparation of detailed designs, tender specifications and drawings, and analysis of bids and recommendations for contract award, and include, but are not limited to:

- (a) Addressing alternative methods of accommodating; relocating; avoiding, and/or avoiding injury to Utilities and railways; proposing alternative methods of solution, reviewing same with the appropriate Regulatory approval agencies and stakeholders;
- (b) Application to public agencies for necessary authorizations, preparation and submission of reports and drawings thereto, and appearance before same in support of the application;
- (c) Preparation and submission of detailed engineering calculations, drawings, and criteria employed in the design(s), securing review of and an acceptance by the City;
- (d) Preparation of detailed engineering drawings, specifications and tender documents consistent with the standards and guidelines of the City, securing review of acceptance by the City;
- (e) Preparation and provision to the City in written form, a fully detailed formal construction contract estimate;
- (f) Provision of appropriate response to bidders and advice to the City during the bid period and, subject to acceptance by the City, issuing addenda to the tender documents;
- (g) Submission of a review, analysis, comparison, tabulation, calculation, and evaluation of the bids received, to the City;
- (h) Preparation of a report including revised contract estimate, identifying and explaining variations from the earlier formal estimate, and containing recommendation regarding contract award identifying the reasons therefore.

#### **5. CONTRACT ADMINISTRATION SERVICES**

5.1 Contract administration services are associated with the construction of a project and include the office and field services required to ensure the conduct of the project in accordance with the intent of the City and in conformance with the particulars of the drawings and specifications; and include but are not limited to:

#### **5.2 NON-RESIDENT SERVICES**

- (a) Consultation with and advice to the City during the course of construction;
- (b) Review and acceptance of shop drawings supplied by the contractor or supplier to ensure that the drawings are in conformance with the drawings and specifications, without relieving the contractor of his contractual and other legal obligations in respect thereof;
- (c) Review and report to the City upon laboratory, shop and other tests conducted upon materials and/or equipment placed or installed by the contractor to ensure to the City conformance with the drawings and specifications, without relieving the contractor of his contractual and other legal obligations in respect thereof;

- (d) Acceptance of alternate materials and methods, subject to prior acceptance by the City, without relieving the contractor of his contractual and other legal obligations in respect thereof;
- (e) Provision to the City of a complete current report on the project status on a monthly basis;
- (f) Provision to the City a current update of revised contract-end cost estimate on a monthly basis, or more frequently if found necessary, with explanation and justification of any significant variation from the preceding contract-end cost estimate;
- (g) Definition and justification of and estimate of cost for additions to or deletions from the contract for authorization by the City;
- (h) Furnishing the City with a copy of all significant correspondence relating directly or indirectly to the project, originating from or distributed to, parties external to the consulting Engineer, immediately following receipt or dispatch of same by the consulting Engineer;
- (i) Provision of adequate and timely direction of field personnel by senior officers of the Consultant;
- (j) Establishment prior to construction and submission to the City of written and photographic records of, and assessment of the physical condition of adjacent buildings, facilities, and structures sufficient to equip the consulting Engineer to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law, or by any other party for damages thereto arising from the project;
- (k) Arranging and attending pre-construction meetings and on-site or off-site review meetings, which meetings shall include representatives of the contractor and the City;
- (l) The preparation and submission of:
  - (i) a detailed design notes package including items such as structural, geotechnical, hydraulic and heating, air-conditioning and ventilation design calculations; mechanical and electrical design calculations related to process equipment and building services; process design calculations; and instrumentation and process control design calculations;
  - (ii) approved related shop drawings and equipment process manuals all within one (1) month of completion of each separate installation contract required to complete the Works.

### 5.3 RESIDENT SERVICES

- (a) Provision of qualified resident personnel acceptable to the City present at the project site to carry out the services as specified immediately below, without relieving the contractor of his contractual and other legal obligations in respect thereof:
  - (i) inspection of all pipe prior to installation;
  - (ii) inspection and acceptance of excavation for, and full time inspection at the time of bedding placement, pipe laying and backfilling in respect of installation of watermains, land drainage sewers, and wastewater sewers;
  - (iii) inspection of installation of all connections to watermains, sewers, manholes, valves, hydrants or house services, and excavation and/or exposing of all underground services, structures, or facilities;
  - (iv) "full time inspection" and/or testing of watermains and sewers;
  - (v) inspection of all excavations to determine soil adequacy prior to installation of base and subbase courses for sidewalks, public back lanes, and street pavements.

5.4 It is to be understood that "full time inspection" will require assignment of a qualified person to each specific location when the referenced work is being undertaken by the contractor.

- (a) Without relieving the contractor of his contractual and other legal obligations in respect thereof, conduct detailed inspection of construction sufficient to ensure that the construction carried out by the contractor is in conformance with the drawings and specifications;

- (b) Co-ordination and staging of all other works on the project site including traffic signal installations, hydro, telephone, and gas utility work, railway work forces and City or developer work;
- (c) In conjunction with the City, provision of notice to adjacent residents and businesses of those stages of construction of the project that will interrupt public services or access thereto, sufficiently in advance of same to permit preparation therefore;
- (d) Enforcement of contractor conformance with the City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City Streets and with reasonable standards of safety for motorists and pedestrians, without relieving the contractor of his contractual and other legal obligations in respect thereof;
- (e) Provision of reference line and elevation to the contractor and checking upon the contractor's adherence thereto, without relieving the contractor of his contractual and other legal obligations in respect thereof;
- (f) Responsible, sensitive, and prompt reaction to the reasonable requests and complaints of citizens regarding the conduct of the project, acting in the interest of the City;
- (g) Arranging for and carrying out of testing of materials utilized by the contractor to ensure conformance with the drawings and specifications, without relieving the contractor of his contractual and other legal obligations in respect thereof;
- (h) Preparation, certification, and prompt submission of progress estimates to the City for payment to the contractor for construction performed in accordance with the drawings and specifications;
- (i) Arrange, attend and prepare and distribute records of and minutes for, regularly held on-site or offsite project review meetings including representatives of the contractor and the City;
- (j) Promptly reporting to the City upon any significant and unusual circumstances;
- (k) Promptly arranging for and taking part in a detailed final inspection of the project with the contractor and the City prior to commencement of the period of contractor maintenance guarantee specified in the contract for the project and providing to the City in written form an appropriate recommendation of acceptance of the constructed or partially constructed project;
- (l) Act as Payment Certifier and administer all contracts as required under the Builder's Liens Act of Manitoba;
- (m) Prepare a Certificate of Substantial Performance;
- (n) Preparation and submission to the City of "as-constructed" drawings for the project within 1 month of project completion;
- (o) Prepare a Certificate of Total Performance;
- (p) Provision of inspection services during the maintenance guarantee period of the contract;
- (q) Undertake a detailed inspection of the project with the contractor and the City prior to the end of the period of contractor maintenance guarantee specified in the contract for the project;
- (r) Keep a continuous record of working days and days lost due to inclement weather during the course of contract works;
- (s) Prepare a Certificate of Acceptance.

## **6. ADDITIONAL SERVICES**

6.1 Additional services are in addition to those specified in other Types of Services and may or may not be associated with a construction project, but are not in place of or in substitution for those services elsewhere specified in the Definition of Standard Consulting Engineering Services in respect of other Types or Categories of Services.

- (a) Revision of completed, or substantially completed, drawings and/or specifications that were in conformance with the original intent of the City or had been accepted by the City;



- (b) Preparation of operating manuals and/or training of operating personnel;
- (c) Startup and/or operation of operating plants;
- (d) Procurement of materials and equipment for the City;
- (e) Preparation for and appearance in litigation on behalf of the City;
- (f) Preparation of environmental studies and reports and presentation thereof in public hearings.

## APPENDIX B - RELEVANT DOUMENTS

1. The following document is available for viewing at 1199 Pacific Avenue through the Project Manager:

- Baracos and Marantz (1958) Soil Mechanics Investigation- Proposed Reservoir and Pumping Station

2. The following drawings of the Hurst Pumping Station are included for information

<u>Drawing No.</u>	<u>Drawing Title</u>
Hurst 25	Expansion to W.D. Hurst Pumping Station – Site Plan
Hurst 30	Expansion to W.D. Hurst Pumping Station – Foundation plans, Main floor and roof framing plans
WH 5622-3	Wilkes Avenue Pumping Station – Floor Plans and Schedule
WH 5622-4	Wilkes Avenue Pumping Station – Building Elevations
WH 5622-5	Wilkes Avenue Pumping Station – Building Sections
WH 5622-6	Wilkes Avenue Pumping Station – Wall Section
WH 5622-8	Wilkes Avenue Pumping Station – Foundation Plan Pump Floor Framing
WH 5622-11	Wilkes Avenue Pumping Station – Roof Framing Plan