



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 564-2012**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR GWWD  
RAILWAY BRIDGE REHABILITATION**

**Proposals shall be submitted to:**

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

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR GWWD RAILWAY BRIDGE REHABILITATION

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 13, 2012.
- 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 be available on July 31, 2012 at 9:00 am to provide a Site Investigation tour of the following facilities:
- (a) Mile 77.6 bridge;
  - (b) Mile 41.3 bridge; and
  - (c) Mile 22.15 bridge.
- B3.1.1 The meeting point will be at the City's Hadashville Railway Yard in Hadashville, Manitoba to view the salvaged TPG bridge span.
- B3.1.2 Proponents will be limited to a maximum of 2 representatives to attend the Site Investigation
- B3.1.3 Proponents must register for the Site Investigation at least 48 hours in advance by contacting the Project Manager identified in D2.
- B3.1.4 The Project Manager or an authorized representative will be available to provide a Site Investigation tour on the alternate date of August 2, 2012 in the event that one or more Proponents are unable to attend on July 31, 2012.
- B3.1.5 Proponents are responsible to provide their own personal protective equipment for the site investigation. CSA approved safety boots, a reflective safety vest and a hard hat are required.
- 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.
- B3.4 Proponents may visit the sites on their own, outside of the dates listed in B3.1, provided that the Project Manager identified in D2 is notified at least 48 hours in advance.

### **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 Bidder 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 Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B8;
  - (b) Fees (Section B) in accordance with B9;
- B7.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
  - (c) Past Performance of Proponent and Subconsultants on recent or ongoing City of Winnipeg Projects (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, to constitute a responsive Proposal.
- B7.5 Further to B7.2, all Subconsultants must be clearly identified in the Proposal Submission.
- B7.6 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and seven (7) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.7 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.8 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 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- 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. FEES (SECTION B)**
- B9.1 The Proponent shall complete Form B: Fees, making all required entries and summarizing all Fees for the Scope of Services.
- (a) Include a Fixed Fee for all phases of the work listed in D5 except for Resident Services;
  - (b) Include a Time Based Fee for Resident Services
- B9.2 Proposals shall also include detailed description of Fees that are summarized in Form B: Fees.
- B9.3 Details shall include:
- (a) number of hours by work activity for each person identified in B11.2;
  - (b) Total number of hours by each phase and sub-phase of work for each person identified in B11.2 ;
  - (c) hourly rates;
  - (d) work activities and costs; and
  - (e) total cost for each phase and sub-phase identified in Sections D6 to D12.
- B9.4 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B9.4.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B9.5 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.

- B9.6 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.
- B9.7 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

- B10.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of construction and contract administration services on up to three projects of similar size and complexity.
- B10.2 For each project listed in B10.1(a), the Proponent should submit:
- (a) description of the project;
  - (b) role of the consultant;
  - (c) project's original contracted construction cost and final construction cost;
  - (d) design and construction schedule (anticipated Project schedule and actual project delivery schedule, showing design and construction separately);
  - (e) project owner; and
  - (f) reference information (two current names with telephone numbers per project).
- B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

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

- B11.1 Describe your approach to overall team formation and coordination of team members.
- B11.1.1 Include an organizational chart for the Project.
- B11.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of comparable size and complexity, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.
- B11.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
  - (b) Role of the person;
  - (c) Project Owner; and
  - (d) Reference information (two current names with telephone numbers per project).



**B12. PAST PERFORMANCE OF PROPONENT AND SUBCONSULTANTS (SECTION E)**

B12.1 Proposal should include a list of three recent or ongoing projects that the Proponent and/or Subconsultant has worked on for the City of Winnipeg. For each project provide the following:

- (a) Name of the project;
- (b) Date of assignment; and
- (c) Name of the City of Winnipeg Project Manager.

B12.2 Utilizing the information requested in B12.1, but not limited to this information, the Proponent will be rated by City Project Managers on the following criteria:

- (a) Adherence to Project Budget;
- (b) Adherence to Project Schedule;
- (c) Quality of work; and
- (d) Overall satisfaction with the Proponent.

B12.3 Proponents that have not worked with the City before will be evaluated based on the testimonials of the references provided in B10.

**B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION F)**

B13.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B13.2 Methodology should be presented in accordance with the Scope of Services identified in D5.

B13.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B13.4 Proposals should address:

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

B13.5 For each person identified in B11.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D5.

**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.

B14.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

**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; and
  - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B15.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project;
  - (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, 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
- 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 therefrom: (pass/fail)
  - (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
  - (c) Fees; (Section B) 40%
  - (d) Experience of Proponent and Subconsultants; (Section C) 6%
  - (e) Experience of Key Personnel Assigned to the Project; (Section D) 15%
  - (f) Past Performance of Proponent and Subconsultants; (Section E) 13%
  - (g) Project Understanding and Methodology (Section F); and 20%
  - (h) Project Schedule. (Section G) 6%
- B21.2** Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B21.3** Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B21.4** Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B21.5** Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the information provided in response to B10, including but not limited to the following criteria:
- (a) Ability of Proponent to complete the job;
  - (b) Similarity of the Proponent's past projects to this project; and
  - (c) Success of the Proponent on past projects.
- B21.6** Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the information provided in response to B11, including but not limited to the following criteria:
- (a) Appropriateness of related years of experience of the Key Personnel;
  - (b) Relevancy of experience of the Key Personnel; and
  - (c) Appropriateness of approach to overall team formation and coordination of team members.
- B21.7** Further to B21.1(f), Past Performance of Proponent and Subconsultants will be evaluated considering the information provided in response to B12, including but not limited to the following criteria:
- (a) Adherence to Project Budget;
  - (b) Adherence to Project Schedule;
  - (c) Quality of work; and
  - (d) Overall satisfaction with the Proponent.
- B21.7.1** Proponents that have not worked with the City will be evaluated based on the testimonials of the references provided in section B10.
- B21.8** Further to B21.1(g), Project Understanding and Methodology will be evaluated considering the information provided in response to B13, including but not limited to the following criteria:
- (a) The appropriateness of the Project Management Approach;

- (b) The Methodology, including appropriateness of hours assigned to individual tasks;
- (c) The appropriateness of the collaborative approach;
- (d) The Proponent's understanding of the project and its constraints; and
- (e) Demonstration of insight beyond the information that was presented in the Request for Proposal.

B21.9 Further to B21.1(h), Project Schedule will be evaluated considering the information provided in response to B14, including but not limited to the following criteria:

- (a) The completeness of the project schedule; and
- (b) The appropriateness of the timelines provided.

B21.10 Notwithstanding B21.1(d) to B21.1(h), where Proponents fail to provide complete responses to B7.2(a) to B7.2(e), 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 City may, at its discretion, award the Contract in phases.

B22.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.

B22.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.

B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).

B22.7 Further to Paragraph 6 of Form A: Proposal and C4, the successful Bidder will be provided with Contract documents for execution following issuance of a Letter of Intent.

B22.8 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.

B22.9 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:

Rob Carroll, P.Eng

Email: rcarroll@winnipeg.ca

Telephone No. 204 986-8409

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. Failure to restrict correspondence and contact to the Project Manager 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.

D2.4 Proposal Submissions must be submitted to the address in B7.11

#### **D3. DEFINITIONS**

D3.1 When used in this Request for Proposal:

(a) "GWWD" means Greater Winnipeg Water District; and

(b) "TPG" means Through Plate Girder.

#### **D4. BACKGROUND**

D4.1 The Shoal Lake Aqueduct conveys Winnipeg's drinking water from Shoal Lake to Deacon Reservoir. The Aqueduct is over 136 km in length and was put into service in 1919. The GWWD Railway line runs parallel to the Aqueduct and is the only land access route to the Shoal Lake Intake, the source of Winnipeg's drinking water.

D4.2 The GWWD Railway is required in order to transport staff, chlorine gas, construction equipment, fuel and other supplies to the Intake, as well as to transport sewage and solid waste away from the Intake. The GWWD Railway is also needed to provide inspection and maintenance access and security monitoring for the Aqueduct along its entire length.

D4.3 In the event that urgent repairs to the Aqueduct are needed, the GWWD Railway must be used to transport equipment and materials to the repair site, as it is in most cases the only land access route to the Aqueduct.

D4.4 The GWWD Railway bridge over the Boggy River at Mile 77.6 (East Braintree) is a six-span timber trestle bridge that was constructed mid-century. The bridge is in a deteriorated state and is in need of replacement.

D4.5 The City has previously procured a salvaged steel Through Plate Girder (TPG) 25.6 metre bridge span that is currently stored at the City's Hadashville rail yard. The salvaged TPG span may be suitable for the replacement of the existing Mile 77.6 bridge.

D4.6 The GWWD Railway bridges over Cooks Creek (Mile 22.15) and the Brokenhead River (Mile 41.3) are both two-span timber structures. Steel rails have been used as piles to retain portions of the abutment walls.

## **D5. SCOPE OF SERVICES**

D5.1 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 Preliminary Design, Detailed Design and Contract Administration.

D5.2 The Services required under this Contract shall consist of the following phases and as outlined in D6 to D12:

- (a) Project Management;
- (b) Preliminary Design;
- (c) Detailed Design;
- (d) Non-Resident Services;
- (e) Resident Services;
- (f) Commissioning; and
- (g) As-Built Drawings.

## **D6. PROJECT MANAGEMENT**

D6.1 Plan, organize, secure and manage resources to complete the phases outlined in D7 to D12.

D6.2 Create and submit a project management plan. The project management plan shall include but not be limited to:

- (a) Work breakdown structure for the project;
- (b) Project Schedule as submitted under B14;
  - (i) List all project activities and milestones
  - (ii) Identify responsibilities, timelines and dependencies for all project activities and milestones
- (c) Communication plan;
- (d) Change management plan;
  - (i) Identify the schedule, quality and budget impacts of any proposed changes
- (e) Quality assurance and control plan; and
  - (i) Establish appropriate levels of review and approvals for all project deliverables.
- (f) Risk management plan.

D6.3 Submit monthly project status reports, including the following:

- (a) Percentage completion of the overall project and of the tasks defined in the WBS;
- (b) Budget and actual cost for completed tasks and projected cost for planned tasks; and
- (c) Any project issues.

D6.3.1 Monthly project status reports shall be a maximum of two pages and be submitted within three days of months end.

D6.4 Coordinate regular project meetings and provide minutes. The meetings shall be used to update the City's project manager on the status of the project and to discuss other project management issues.



D6.5 Provide adequate notice (at least one week) prior to any site visit or work/shutdown that will require assistance from City personnel.

D6.6 Carry out other project management activities as required.

**D7. PRELIMINARY DESIGN**

D7.1 Review the relevant background material for this project, including the reports listed in Appendix B.

D7.2 Perform a site survey at the Mile 77.6 Bridge to:

- (a) Confirm the existing track and bridge geometries/profiles;
- (b) Confirm the existing embankment and river channel profiles; and
- (c) Identify the location of features likely to impact construction, such as the Aqueduct and Provincial Road No. 308.

D7.3 Consider using the salvaged TPG span against constructing a new bridge for the replacement of the Mile 77.6 Bridge:

D7.4 Review the results of the hydraulic study presented in the 2007 report "Preliminary Design Report for the GWWD Railway Bridge Replacement at Mile 77.6 and Bridge Rehabilitation at Miles 22.15 and 41.3" and:

- (a) Determine whether the results of the 2007 hydraulic study remain applicable to this project; and
- (b) Obtain any additional information needed to update the 2007 hydraulic study, as required.

D7.5 Review the results of the geotechnical investigation presented in the 2007 report "Preliminary Design Report for the GWWD Railway Bridge Replacement at Mile 77.6 and Bridge Rehabilitation at Miles 22.15 and 41.3" and:

- (a) Determine whether the results of the 2007 geotechnical investigation remain applicable to this project; and
- (b) Obtain any additional information needed to update the 2007 geotechnical investigation, as required.

D7.6 Inspect the Mile 22.15 and 41.3 bridges:

- (a) Evaluate whether the repairs recommended in the 2007 report "Preliminary Design Report for the GWWD Railway Bridge Replacement at Mile 77.6 and Bridge Rehabilitation at Miles 22.15 and 41.3" remain the best rehabilitation strategy; and
- (b) Determine if any additional repairs are required.

D7.7 Prepare a Preliminary Design Report that includes the following information:

- (a) Results of the site survey;
- (b) An updated hydraulic study;
- (c) An updated geotechnical investigation;
- (d) A proposed design for the Mile 77.6 bridge replacement;
- (e) Recommended rehabilitation work for the Mile 22.15 and 41.3 bridges;
- (f) A class 3 cost estimate for the work; and
- (g) A preliminary construction schedule for the work.

D7.7.1 Submit seven (7) bound paper copies and one (1) electronic PDF copy of the Preliminary Design Report.

## **D8. DETAILED DESIGN**

- D8.1 The consultant shall proceed into detail design with all aspects of the work outlined in D7 after the City approves the Preliminary Design Report.
- D8.2 Identify and obtain the required regulatory approvals for the work, including approvals from:
- (a) Manitoba Conservation;
  - (b) Department of Fisheries & Oceans;
  - (c) Navigable Waters Protection Program; and
  - (d) Any other required regulatory approvals.
- D8.3 Inform the Rural Municipality of Reynolds and Manitoba Infrastructure and Transportation of the project and any required road works on Provincial Road No. 308 as a part of this project.
- D8.4 The final design of the Mile 77.6 Bridge shall allow for a river level monitor to be installed on the north side of the bridge.
- D8.5 Prepare a draft bid opportunity package, including the following:
- (a) Detailed construction drawings and specifications;
  - (b) Detailed engineering design of the proposed bridge at Mile 77.6 and related embankment work;
  - (c) Detailed design of track grades and geometry at Mile 77.6, as required;
  - (d) Detailed design of roadway grades and geometry of the railway crossing at Provincial Road No. 308 at Mile 77.6, as required; and
  - (e) Detailed design of the bridge abutment repairs at the Mile 22.15 and 41.3 bridges.
- D8.6 Submit seven (7) paper copies and one (1) electronic PDF copy of the draft bid opportunity package for City review:
- (a) Drawings shall be printed on 11"x17" size paper.
- D8.7 Upon receipt of City review comments, submit one electronic PDF copy of the final bid opportunity package.
- D8.8 Submit two (2) paper copies and one (1) electronic PDF copy of the "Detailed Design Notes Package", including detailed engineering calculations, drawings, and criteria employed in the design(s).
- D8.9 Prepare a detailed cost estimate.
- D8.10 Arrange for the advertisement of the bid opportunity with the City's Materials Management Division.
- D8.11 Provide appropriate response to bidders and advice to the City during the bid opportunity posting period.
- D8.12 Issue addenda to the bid opportunity, as required.
- D8.13 Arrange for and attend bidder's site visit(s).
- D8.14 Evaluate the bids received and recommend an award of contract.

## **D9. NON-RESIDENT SERVICES**

- D9.1 Administer the construction contract.
- D9.2 Conduct a pre-construction meeting.

- D9.3 Prior to construction, prepare and submit a written and photographic record of the physical condition of the work area, existing facilities, and structures sufficient to equip the City 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 arising from the project.
- D9.4 Review and provide recommendations for requests for alternate materials and methods. No alternates shall be approved without written authorization from the City.
- D9.5 Submit a copy of all correspondence relating directly or indirectly to the project, originating from or distributed to parties external to the consultant, immediately following receipt or dispatch by the consultant.
- D9.6 Coordinate regular construction review meetings and provide minutes. The meetings shall include representatives of the City and the Contractor. The meetings shall be used to update the City on the status of construction, and to discuss any other construction related issues.
- D9.7 Prepare, certify, and submit progress estimates to the City for payment to the Contractor for construction performed in accordance with the drawings and specifications.

#### **D10. RESIDENT SERVICES**

- D10.1 Provide full time and part time inspection services when the Contractor is on-site to ensure that the construction conforms to the design drawings and specifications.
- (a) At a minimum, the City expects full time inspection services during critical activities, including the following:
- (i) Application of corrosion protection;
  - (ii) Pile driving;
  - (iii) Placement of structural steel;
  - (iv) Concrete pouring; and
  - (v) Installation of the bridge superstructure.
- D10.2 Visit and inspect work at fabrication shops, staging areas, and manufacturing facilities, as required.
- D10.3 Keep a continuous record of project activities including but not limited to weekly reports, photographic record of construction work and equipment, working days, teleconferences, emails, inspections and observations sufficient to equip the City 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 arising from the project.
- D10.4 Coordinate any required lane closures on Provincial Road No. 308 with the Rural Municipality of Reynolds and Manitoba Infrastructure and Transportation.

#### **D11. COMMISSIONING**

- D11.1 Perform a detailed inspection of the project with the Contractor and the City prior to commencement of substantial performance and prior to total performance. Provide written appropriate recommendation of acceptance of the constructed or partially constructed project.

#### **D12. AS-BUILT DRAWINGS**

- D12.1 Prepare and submit as-built drawings within one month of Total Performance
- (a) Submit two (2) size A1 paper copies of draft as-built drawings and one (1) electronic copy of AutoCAD files for City review;
  - (b) Upon receipt of City review comments submit one (1) set of size A1 Mylar, and one (1) electronic copy of PDF and AutoCAD files of the final as-built drawings.

D12.2 Further to D12.1, as-built drawings shall be prepared as defined in Section 1.2.3 of the APEGM document "Authentication of Hardcopy and Electronic Professional Documents"

**D13. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

D13.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D13.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.

D13.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Project Manager:

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D13.4 A Contractor who violates any provision of D13 may be determined to be in breach of Contract.

**SUBMISSIONS PRIOR TO START OF SERVICES**

**D14. AUTHORITY TO CARRY ON BUSINESS**

D14.1 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.

**D15. INSURANCE**

D15.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D15.2 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 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;

- (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) 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.
- D15.2.1 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.
- D15.3 The policies required in D15.2(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.
- D15.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D15.2(a).
- D15.5 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 D15.10.
- D15.6 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.
- D15.7 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.
- D15.8 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.
- D15.9 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 D15.8.
- D15.10 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.

## **SCHEDULE OF SERVICES**

### **D16. COMMENCEMENT**

- D16.1 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.
- D16.2 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 D14; and
  - (ii) evidence of the insurance specified in D15.
- (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D16.3 The City intends to award this Contract by September 30, 2012.

**D17. CRITICAL STAGES**

D17.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

- (a) Submission of the applications for the required regulatory approvals for this project listed in D8.2 to be completed by Dec 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 there from 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) Start-up 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; and

Preparation of environmental studies and reports and presentation thereof in public hearings

## **APPENDIX B – RELEVANT DOCUMENTS**

1. The following document is available for viewing at 1199 Pacific Avenue through the Project Manager:
  - a. Preliminary Design Report for the GWWD Railway Bridge Replacement at Mile 77.6 and Bridge Rehabilitation at Miles 22.15 and 41.3 (Stantec, January 2007).