

682-2012 ADDENDUM 3

REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR SEWPCC UPGRADING/EXPANSION PROJECT

URGENT

PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE REQUEST FOR PROPOSAL ISSUED: January 16, 2013 BY: Neil Harrington TELEPHONE NO. (204) 986-3266

THIS ADDENDUM SHALL BE INCORPORATED INTO THE REQUEST FOR PROPOSAL AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Request for Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 9 of Form A: Proposal may render your Proposal non-responsive.

PART B – BIDDING PROCEDURES

B13. QUALIFICATION

Clarification of B13.3 (d):

The Consultant will not be delegated "prime contractor" responsibilities with respect to the Manitoba Workplace Safety and Health Act under any circumstance. That responsibility will be undertaken by the Program Team acting as Construction Manager or allocated by way of project bid opportunity.

PART D – SUPPLEMENTAL CONDITIONS

D6.8 Optional Services

Revise: D6.8.1 to read;

Optional Contract Administration

(a) At the option of the City, the Consultant shall provide the following additional Contract Administration Services. The intent being that together with the above Required Non Resident and Required Resident Services the Consultant would be engaged to provide the entire scope of Contract Administration for office and field Services required to ensure the conduct of the Project construction and commissioning in accordance with the intent of the City and in conformance with the particulars of the drawings and specifications. This would include Construction Management as required for multiple Project contracts.

- (i) Optional Non-Resident Services
 - Consultation with and advice to the City during the course of construction and commissioning;
 - Provision to the City of a complete current report on the Project status on a monthly basis;
 - 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;
 - Administer contract changes and make recommendation to the City;
 - Coordinate with responsible parties in resolution of issues;
 - Definition and justification of and estimate of costs for additions to or deletions from the contract for authorization by the City;

- 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;
- Arranging and attending pre-construction meetings and weekly on-site or off-site review meetings, which meetings shall include representatives of the contractor(s), and the City;
- Determine and monitor construction and commissioning schedules and budget;
- Act as Lead Contract Administrator and Construction Manager to coordinate and manage all Project contracts and their activities.
- (ii) Optional Resident Services
 - Preparation, certification, and prompt submission of progress estimates to the City for payment to the contractor(s) for construction performed in accordance with the drawings and specifications;
 - Arrange, attend and prepare and distribute records of and minutes for, regularly held onsite or offsite Project review meetings including representatives of the contractor(s) and the City;
 - Promptly arranging for and taking part in a detailed final inspection of the Project with the contractor(s) and the City prior to commencement of the period of contractor maintenance guarantee specified in the contract(s) for the Project and providing to the City in written form an appropriate recommendation of acceptance of the constructed or partially constructed Project;
 - Act as Payment Certifier and administer all contracts as required under the Builder's Liens Act of Manitoba;
 - Prepare a Certificate(s) of Substantial Performance;
 - Prepare a Certificate(s) of Total Performance;
 - Provision of inspection Services during the maintenance guarantee period(s) of the contract(s);
 - Undertake detailed inspections of the Project with the contractor(s) and the City prior to the end of the period of contractor(s) maintenance guarantee specified in the contract(s) for the Project;
 - Keep a continuous record of work events including working days and days lost due to inclement weather during the course of contract(s) works;
 - Maintain a photographic record of the work progress;
 - Prepare a Certificate(s) of Acceptance.
 - Administer all Project contracts aspects, including ensuring conformance to the requirements of The Workplace Safety and Health Act (Manitoba) during performance of Project contracts, and including any Project contract designated as the prime contractor with respect to the Act,
 - Promptly reporting to the City upon any significant and unusual circumstances,
 - Perform broad management responsibilities covered in Construction Management, including but not limited to;
 - direct management and coordination of multiple contracts and other entities site activities during construction and commissioning,
 - \circ management of site security, construction risk and site usage during construction and commissioning,
 - construction sequencing and planning including early identification of required detailed design deliverables to facilitate fast-track project construction.

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APPENDIX A – LIST OF APPENDED DOCUMENTS

Add;

Appendix U - City of Winnipeg Water and Waste Department Water and Wastewater Treatment Process – Drawing Standard Rev. 19