



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 933-2019**

**PROFESSIONAL CONSULTING SERVICES FOR 2020 WATER MAIN RENEWALS -  
CONTRACT 3**

**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 PROFESSIONAL CONSULTING SERVICES FOR 2020 WATER MAIN RENEWALS - CONTRACT 3

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 12, 2019.

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. ENQUIRIES**

B3.1 All enquiries shall be directed to the Project Manager identified in D2.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

### **B4. CONFIDENTIALITY**

B4.1 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.

B4.2 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.

## **B5. ADDENDA**

- B5.1 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.
- B5.2 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.
- B5.3 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/matmgmt/bidopp.asp>
- B5.4 The Proponent is responsible for ensuring that he/she 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.
- B5.5 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Project Manager indicated in D2.

## **B6. PROPOSAL SUBMISSION**

- B6.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A) in accordance with B7;
  - (b) Form B: Fees (Section B) in accordance with B8.
- B6.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent, Sub-Consultants, and Key Personnel (Section C) in accordance with B9;
  - (b) Technical Proposal (Section D), in accordance with B10;
  - (c) Management Proposal (Section E) in accordance with B11; and
  - (d) Project Schedule (Section F) in accordance with B12.
- B6.3 Further to B6.1 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.
- B6.4 Further to B6.2, 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.
- B6.5 Proponents should submit one (1) unbound 8.5" x 11" Proposal. Copies are not required. Drawings, charts, and tables etc. included as part of the Proposal should not exceed 11"x 17" (ledger) size.
- B6.6 The Proposal should 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, and should be presented in the Sections identified above with a minimum font size of 10.
- B6.7 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.

- B6.8 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B6.9 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.
- B6.10 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.11 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.12 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B7. PROPOSAL (SECTION A)**

- B7.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B7.2 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.
- B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 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.
- B7.4 Paragraph 12 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 his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B7.5 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.

## **B8. FEES (SECTION B)**

- B8.1 The Proposal shall include a Fixed Fee for all disciplines, identified and necessary, for each Scope of Service phase of the Project, which include:
- (a) Preliminary Engineering;
  - (b) Design and Specification Development;
  - (c) Contract Document Preparation
  - (d) Procurement Process;
  - (e) Non Resident Construction Services; and
  - (f) Record Drawings.
- B8.2 The proposal shall include fees based on a Time Basis for resident services. Time Based fees shall be based on providing one full time Inspector during the course of the Work. For proposal purposes these fees should be based on sixty-five (65) working days to Substantial Performance. The proposed fee should include allowance for disbursements, including vehicle, electronic communication, etc. The actual working days will be established at time of tender will be with the consultation and concurrence of the Department.
- (a) The Time-Based Fee proposal shall include time estimates and hourly billing rates for each person assigned to the project.
- B8.3 Adjustments to Fees will only be considered based on increases to the Scope of Services.
- B8.3.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.
- B8.4 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B8.5 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.
- B8.6 Allowance for Disbursements for Underground Structures information and Materials testing has been included on Form B: Fees, as the City's estimate of costs for these disbursements. These are to be included in the calculation of total fees proposed by the Proponent.
- B8.7 Notwithstanding C11.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B8.8 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B9. EXPERIENCE OF PROPONENT, SUBCONSULTANTS AND KEY PERSONNEL (SECTION C)**

- B9.1 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.
- B9.2 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of the project and contract administration services on three projects of similar complexity, scope and value.
- B9.3 For each project listed in B9.2(a), the Proponent should submit:
- (a) description of the project;

- (b) role of the consultant;
- (c) project's original contracted cost and final cost;
- (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project).

B9.3.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B9.4 Proposals should describe the experience and qualifications of the Key Personnel assigned to the project including:

- (a) comparable projects and their roles in those projects;
- (b) educational background and degrees;
- (c) professional recognitions;
- (d) job title
- (e) years of experience in current position;
- (f) years of experience in design and construction; and
- (g) years of experience with current employer.

B9.5 Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.3(c).

## **B10. TECHNICAL PROPOSAL (SECTION D)**

B10.1 The Technical Proposal should address the deliverables and associated task requirements required by the Scope of work. It should clearly identify and explain work activities and identify all assumptions and interpretations.

B10.2 The Technical Proposal should describe:

- (a) the Proponents understanding of the Project;
- (b) the Proponents approach and methodology to complete the work;
- (c) any innovation to be used to perform the services;
- (d) any location specific issues;
- (e) any activities and services to be provided by the City;
- (f) the deliverables of the Project; and
- (g) any other issue that conveys your team's understanding of the Project requirements.

## **B11. MANAGEMENT PROPOSAL (SECTION E)**

B11.1 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.

B11.2 Methodology should be presented in accordance with the Scope of Services identified in D3.

B11.3 Proposals should address:

- (a) job function for each identified individual and group of individuals so identified;
- (b) time estimates by work activity and in total for each individual identified in D3 ; and
- (c) an organizational chart for the project.

**B12. PROJECT SCHEDULE (SECTION F)**

- B12.1 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.
- B12.2 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.

**B13. DISCLOSURE**

- B13.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B13.2 The Persons are:
- (a) n/a

**B14. CONFLICT OF INTEREST AND GOOD FAITH**

- B14.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B14.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:
- (a) other commitments;
  - (b) relationships;
  - (c) financial interests; or
  - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
  - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.
- B14.3 In connection with its Proposal, each entity identified in B14.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
  - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
  - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any

additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

- B14.4 Without limiting B14.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B14.5 Without limiting B14.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
  - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B14.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **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;
- 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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- 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; and
  - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; 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 names of the Proponents and the Contract amount of the successful Proponent and their address(es) 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 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

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

## **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 Work for the time period specified in Paragraph 10 of Form A: Proposal.

## **B18. WITHDRAWAL OF OFFERS**

B18.1 A Proponent may withdraw his/her 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 12 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 12 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, 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, Subconsultants, and Key Personnel; (Section C) 40%
- (e) Technical Proposal; (Section D) 10%
- (f) Management Proposal (Section E) 5%
- (g) Project Schedule. (Section F) 5%

**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 qualified.

- B21.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B21.6 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B21.7 Further to B21.1(d), Experience of Proponent, Subconsultants and Key Personnel will be evaluated considering the experience and qualifications of the organization and personnel on projects of similar size and complexity as well as other information requested, in accordance with B9.
- B21.8 Further to B21.1(e), Technical Proposal will be evaluated considering your firm's understanding of the City's Project, in accordance with B10.
- B21.9 Further to B21.1(f), Management Proposal will be evaluated considering your firm's project management approach and team organization, in accordance with B11.
- B21.10 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B21.11 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.
- B21.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

## **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 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 qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Further to Paragraph 6 of Form A: Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents

- B22.5.1 The Contract documents as defined in C1.1(o)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B22.7 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.
- B22.8 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 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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:

Kas Zurek, P. Eng.

Design and Construction Engineer

Telephone No. 204 986-2025

Email Address: [kzurek@winnipeg.ca](mailto:kzurek@winnipeg.ca)

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

D2.3 Proposal Submissions must be submitted to the address in B6.

#### D3. SCOPE OF SERVICES

D3.1 The services required under this Contract shall consist of providing engineering services for the renewal of water mains, as identified in D3.2 and Table A in Appendix B as well as the Location Map in Appendix C; in accordance with the following:

- (a) Preliminary Engineering;
- (b) Design and Specification Development;
- (c) Contract Document Preparation;
- (d) Procurement Process;
- (e) Resident Construction Services;
- (f) Non-Resident Construction Services; and
- (g) Post Construction Services.

D3.1.1 The Services required under D3.1 shall be in accordance with the City's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>. Notwithstanding the foregoing, the Consultant is being engaged by the City for its professional expertise; the Consultant shall bring to the Project Manager's attention any aspect of the City's Project Management Manual or templates which the Consultant is of the opinion is not consistent with good industry practice.

D3.2 The scope and limit of the work include:

- (a) Clifton Street North – the renewal of the 300mm water main from Sargent Avenue to 1<sup>st</sup> Bay South of Sargent Avenue with a 300mm PVC water main. Also includes the renewal of the 150mm on the Clifton Street bay off the main street with a 150mm PVC water main.
- (b) Hargrave Street – the renewal of the 150mm water main from Graham Avenue to St. Mary Avenue with a 250mm PVC water main.
- (c) Spence Street – the renewal of the 150mm water main from Broadway to Balmoral Street with a 200mm PVC water main.

- (d) Walnut Street – the renewal of the 150mm water main from mid-block north of Purcell Avenue to Westminster Avenue with a 200mm water main.
- (e) Purcell Avenue – the renewal of the 150mm water main from Walnut Street to Maryland Street with a 200mm water main.
- (f) West Gate – the renewal of the 150mm water main from Cornish Avenue to Blanchard Avenue with a 200mm PVC water main.
- (g) Alexander Avenue – the consolidation/renewal of the 150mm/300mm dual water mains from Princess Street to Ellen Street with a 200mm water main.

D3.2.1 Co-ordination will be required with the Public Works Department that have programmed street works in the summer of 2020 on Alexander Avenue. The contact person for Public Works is Michelle Stainton and can be reached by email at [mstainton@winnipeg.ca](mailto:mstainton@winnipeg.ca).

## SUBMISSIONS

### D4. AUTHORITY TO CARRY ON BUSINESS

D4.1 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.

### D5. SAFE WORK PLAN

D5.1 The Consultant shall provide the Project Manager with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D5.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

### D6. INSURANCE

D6.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D6.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

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

- (iv) a Cross Liability clause and/or Severability of Interest clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
  - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
  - (c) Professional Errors and Omissions Liability Insurance including:
    - (i) an amount not less than \$5,000,000.00 per claim and \$5,000,000.00 in the aggregate.
- D6.2.1 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.
- D6.3 The policies required in D6.2(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.
- D6.4 The Consultant shall require any contractors hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at its own expense and cost, comparable insurance to that set forth under D8.2 (a) and (b)
- D6.5 The Consultant shall require each of its Subconsultants hired for design, architectural or engineering services as outlined in the scope of services to provide comparable insurance to that set forth under D6.2(a) and D6.2(c).
- D6.6 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 D6.9.
- D6.7 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D6.8 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D6.9 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

## **SCHEDULE OF SERVICES**

### **D7. COMMENCEMENT**

- D7.1 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.
- D7.2 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 D4;
    - (ii) evidence of the insurance specified in D6;
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

**D8. CRITICAL STAGES**

- D8.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) That the construction project is issued for tender by March 20, 2020;
  - (b) That Total Performance of the Construction Contract be achieved no later than October 30, 2020;
  - (c) That post construction record drawing be submitted by January 8, 2021.

## **PART E - SCOPE OF SERVICES**

### **E1. DESIGN SERVICES**

#### **E1.1 Orientation Meeting**

- (a) Attend a mandatory meeting with the Design and Construction Branch of the Department to review project expectations and limits.

#### **E1.2 Preliminary Survey**

- (a) Water Main Renewals will require a complete preliminary survey for each location.

#### **E1.3 Design Services – General**

- (a) The Water and Waste Department will confirm the diameter required for the renewed water main
- (b) Design to consider alignment, depth, method of construction and other special construction features of the water mains.
- (c) Review the impact to existing traffic patterns and determine an appropriate Traffic Management Plan with the approval of the Transportation Management Engineer.
- (d) Once the preliminary design for the Water Main Renewal project has been completed, a meeting shall be arranged with the Design and Construction Branch of the Department.
- (e) Tender specifications complete with Form B: Unit Prices, the construction drawings and a pre-tender estimate must be provided to the Department's contact person at least ten (10) calendar days prior to tendering for review. The project shall not be tendered without this review.
- (f) Arrange for the Bid Opportunity number with the Materials Management Department and provide the tender package in a PDF format, acceptable to the Materials Management Department.
- (g) Submit the required number of completed drawing sets to Underground Structures and other utility companies for review. Ensure any comments or changes from this review are incorporated into the project prior to construction.
- (h) Digital files of the construction drawings shall be provided to the Department's contact person when the work is tendered. This information will be used to update the Department's GIS until the as-constructed drawings are received.
- (i) Utilize Accela, a web-base to coordinate execution this project with proposed projects from other Departments and Utilities
- (j) Review tender submissions for completeness, prepare tender tabulation and make recommendation of award to the department. Conduct pre-award meeting if required

#### **E1.4 Construction Drawings**

- (a) Water main renewal drawings are to be A1 sized plan and profile drawings at a scale of 1:250, developed from GIS base drawings and field survey information.
- (b) All drawings are to be drawn in accordance with the WWD CAD/GIS Standards available in PDF format at [http://winnipeg.ca/waterandwaste/dept/cad\\_gis.stm](http://winnipeg.ca/waterandwaste/dept/cad_gis.stm).
- (c) All GIS information requests are to be made through the Department's contact person.
- (d) All construction drawings are to have a Department drawing number assigned before the work is tendered. Drawing numbers shall be requested from Mr. Stan Wos by telephone at (204) 986-7636.
- (e) All requests for information from the City of Winnipeg Underground Structures will be billed directly to the Consultant by Underground Structures. The Consultant shall pay the invoice

to Underground Structures and submit a copy of the paid invoice to the Department as an allowable disbursement.

## **E2. CONTRACT ADMINISTRATION SERVICES**

### **E2.1 Non-Resident**

- (a) The Consultants shall have demonstrated experience in the design and contract administration for Water Main renewals and City of Winnipeg Contract Administration procedures
- (b) The Consultant will be responsible for project reporting and support to the City's Project Manager for project reporting in accordance with the City of Winnipeg's Project Management Manual <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and associated project management templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4>.
- (c) Co-ordinate and monitor the progress of the work from the onset through to the submission of record drawings.
- (d) Act as a liaison between the Public, the Contractor, other utilities and the Department to issues that may be encountered during the work.
- (e) Respond to construction issues that may be raised by the Department, the Contractor, and the Public, Councillors, other utilities and other City Departments.
- (f) Prepare and certify monthly progress payments to the Contractor.
- (g) Review and reconcile extra work claims submitted by the Contractor and make recommendations to the Department for payment; if any.
- (h) Provide detailed reports supporting any construction over expenditures over the tendered contract amount.
- (i) Reports are to be promptly made to the Department's contact person regarding unusual or changed site conditions which may or will result in extra work to the Contract.
- (j) Provide a detailed monthly "Cost to Complete" report. This report is to include the actual costs to date plus projected costs to complete the Contract including allowances for any unforeseen costs. The report shall identify any expected budget overruns or surpluses.
- (k) Review any contractor shop drawing submissions with respect to the Contract documents and construction specifications. Also, if required, review water main flushing plans prior to implementation.

### **E2.2 Resident**

- (a) Provide Quality Assurance/Quality Control (Qa/Qc) procedures to industry and Departmental standards for each specific renewal.
- (b) Personnel with demonstrated experience in water main renewals are to be assigned for continuous on-site inspection of the construction work.
- (c) Provide reference lines and elevation to the contractor for the proposed work and confirmation of the contractors' adherence to the lines and elevations provided.
- (d) Arrange for regular job meetings on the work site or near the work site throughout the duration of the contract work. The meetings are to be attended by the Consultant or their designate as well as the On-site Inspector, the contractor, and the Department's contact.
- (e) Minutes of all site meetings shall be recorded and distributed to all in attendance.
- (f) Provide daily/weekly reports to the Department's contact.
- (g) Reports are to be promptly made to the Department's contact person regarding unusual or changed site conditions which may or will result in extra work to the contract.

### **E3. PROJECT CLOSE OUT**

#### **E3.1 Final Inspections and Project Acceptance**

- (a) Provide Qa/Qc procedures for each renewal to the Department and to the City of Winnipeg Standards at all critical project milestones.
- (b) Arrange with Department representatives for inspection of the completed Works and to establish the Project milestones of Substantial Performance and Total Performance of the completed project.
- (c) Complete and submit record drawings of the completed Works to the Supervisor of Drafting of the Water and Waste Department for review within two (2) months of the date of Substantial Performance of the Work.
- (d) Complete all Substantial Performance documentation in accordance with the Manitoba Builders Lien Act.
- (e) Complete and submit Total Performance Documentation in accordance with the City of Winnipeg General Construction Conditions.
- (f) Arrange with Department representatives inspection of the completed Works for Final Acceptance of the Works and to submit the appropriate documentation.

#### **E3.2 Record Drawings**

- (a) The preliminary record drawing submission is to consist of a drawing transmittal letter to the Supervisor of Drafting, copied to the Department's Project Manager, and one (1) complete set of A1 drawing prints for the Water Main Renewals.
- (b) Record drawings are to include the following information:
  - (i) All new construction details.
  - (ii) Provide a service information table for Water Main Renewals showing renewal curb and curb stop locations as well as non-renewal curb stop locations referenced with long and short measurements
  - (iii) Complete materials list for each individual component installed. Distinction shall be made as to which bends and fittings are cast iron and which are PVC.
  - (iv) All other information specific to a particular location.
  - (v) Date of installation of Works (Substantial Performance).
  - (vi) Installation Contractor.
- (c) The reviewed record drawings will be returned with comments (if any) for completion. Once all required revisions have been made, submit one (1) complete set of A1 drawings for the Water Main Renewals, complete with the preliminary drawing prints, with comments one set of GIS Drawings, and the digital file (CAD and PDF) for each Record drawing to the Department's Supervisor of Drafting. The digital drawing file name must be the Water and Waste Department drawing number assigned to that drawing.
- (d) Resubmit the revised Record Drawings and GIS Drawings within one month of receipt of comments from the Department.

#### **E3.3 Test Results**

- (a) All test results are to be submitted to the Department's Project Manager as soon as they are received. If there are any failed tests, a report is to be written indicating the implications of the failure and a recommendation on what remedial measures are required.

#### **E3.4 Project Summaries**

- (a) Provide a brief summary report to the Department's contact person for each type of work. Document any specialized Qa/Qc work carried out or unusual problems encountered, the resolution, and recommendations for similar future work.

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

## **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:

#### 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.

## 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.

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.

- (b) 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;
- (c) 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;
- (d) 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;
- (e) 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;
- (f) 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;
- (g) 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;
- (h) 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;
- (i) 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;

- (j) 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;
- (k) Promptly reporting to the City upon any significant and unusual circumstances;
- (l) 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;
- (m) Act as Payment Certifier and administer all contracts as required under the Builder's Liens Act of Manitoba;
- (n) Prepare a Certificate of Substantial Performance;
- (o) Preparation and submission to the City of "as-constructed" drawings for the project within 1 month of project completion;
- (p) Prepare a Certificate of Total Performance;
- (q) Provision of inspection services during the maintenance guarantee period of the contract;
- (r) 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;
- (s) Keep a continuous record of working days and days lost due to inclement weather during the course of contract works;
- (t) 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 – 2020 WATER MAIN RENEWALS - CONTRACT 3 – TABLE A**

<b>STREET NAME</b>	<b>LOCATION DETAILS</b>	<b>DIAM. (mm)</b>	<b>LENGTH (m)</b>	<b>PROGRAM COST</b>
Clifton St N	Sargent Ave To 1st Bay S Of Sargent Ave	300/150 for bay	312.7	\$515,866
Hargrave St	Graham Ave To St Mary Ave	250	220.8	\$365,403
Spence St	Broadway To Balmoral St	200	331.3	\$506,277
Walnut St/ Purcell St	Mid-Block N Of Purcell Ave To Westminster Ave/Walnut St To Maryland St	200	309.3	\$457,347
West Gt	Cornish Ave To Blanchard Ave	200	326.1	\$445,569
Alexander Ave	Princess St To Ellen St	200	353.9	\$516,681

## **APPENDIX C – 2020 WATER MAIN RENEWALS – CONTRACT 3 – LOCATION MAP**



CI WM	REPAIR 5-15YRS-ABANDON	AQUEDUCT	HISTORICAL PROJECT
PVC WM	REPAIR > 15YRS	MANHOLE	SCHOOL
AC WM	REPAIR > 15YRS-ABANDON	SEWERS	PWD PROJECT
UNKNOWN WM	VALVE	RAILWAY	SEWER RELIEF WORK
REPAIR < 5YR	HYDRANT	WM RENEWAL	CATHODIC PROTECTION
REPAIR < 5YR-ABANDON	HYDRANT BRANCH	WM NEW	FIRE PROTECTION UPGRADE
REPAIR 5-15YRS	FEEDER MAIN	WM ABANDON	

Additional Notes:

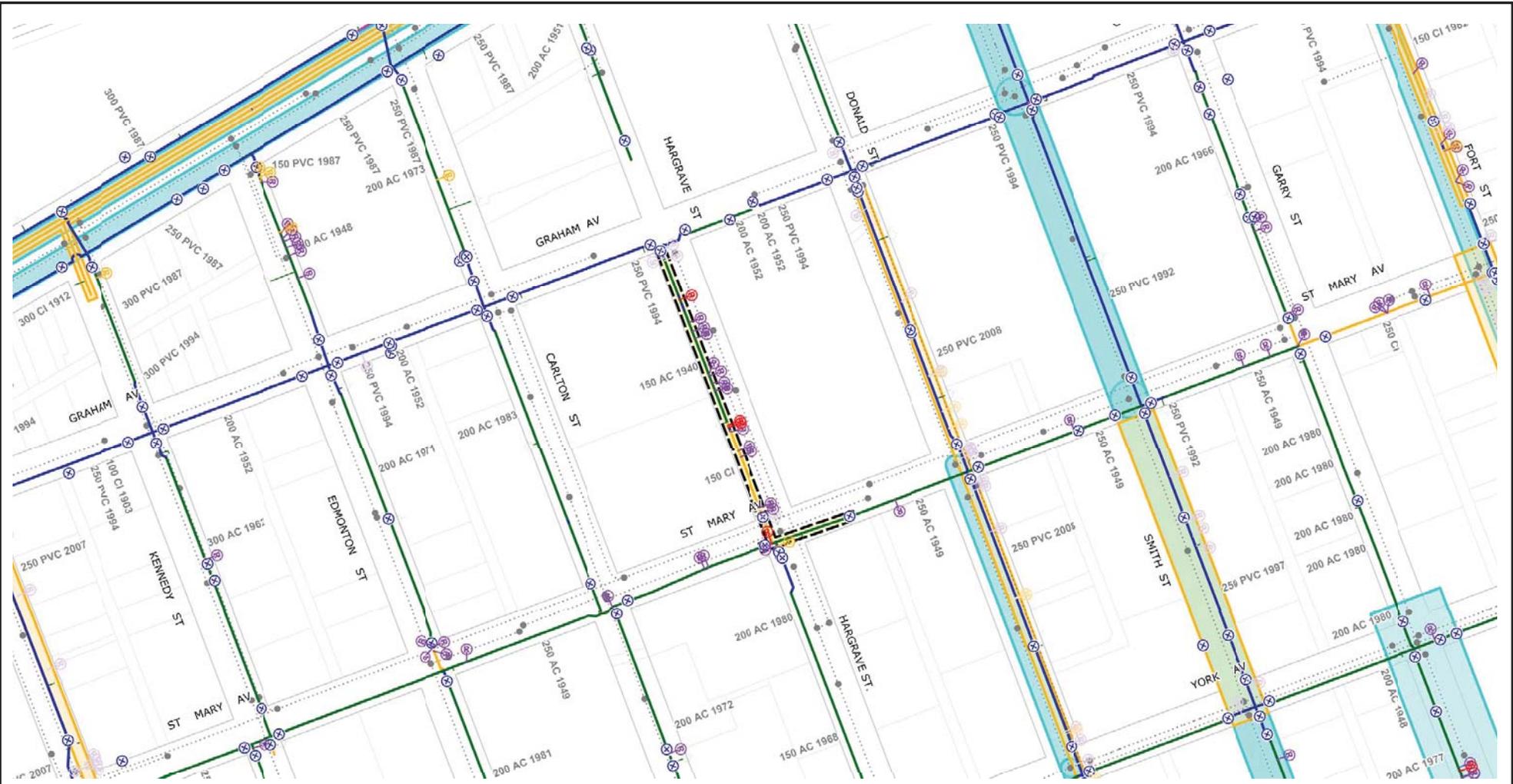
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**CITY OF WINNIPEG  
WATER AND WASTE DEPARTMENT  
2019 WATER MAIN RENEWAL PROGRAM**

Location ID: 5	Street: CLIFTON ST N
Location Description: SARGENT AVE TO 1ST BAY S OF SARGENT AVE	
Scale: 1:2000	Renewal Type: REPAIR COUNT

C:\Asset Management Branch\Water\WM Renewal\2019\GEMEDIA\2019\_WMIR.gws



CI WM	REPAIR > 15YRS	AQUEDUCT	HISTORICAL PROJECT
PVC WM	VALVE	MANHOLE	SCHOOL
AC WM	REPAIR > 15YRS-ABANDON	SEWERS	PWD PROJECT
UNKNOWN WM	HYDRANT	RAILWAY	SEWER RELIEF WORK
REPAIR < 5YR	HYDRANT BRANCH	WM RENEWAL	CATHODIC PROTECTION
REPAIR < 5YR-ABANDON	FEEDER MAIN	WM NEW	FIRE PROTECTION UPGRADE
REPAIR 5-15YRS		WM ABANDON	

Additional Notes:

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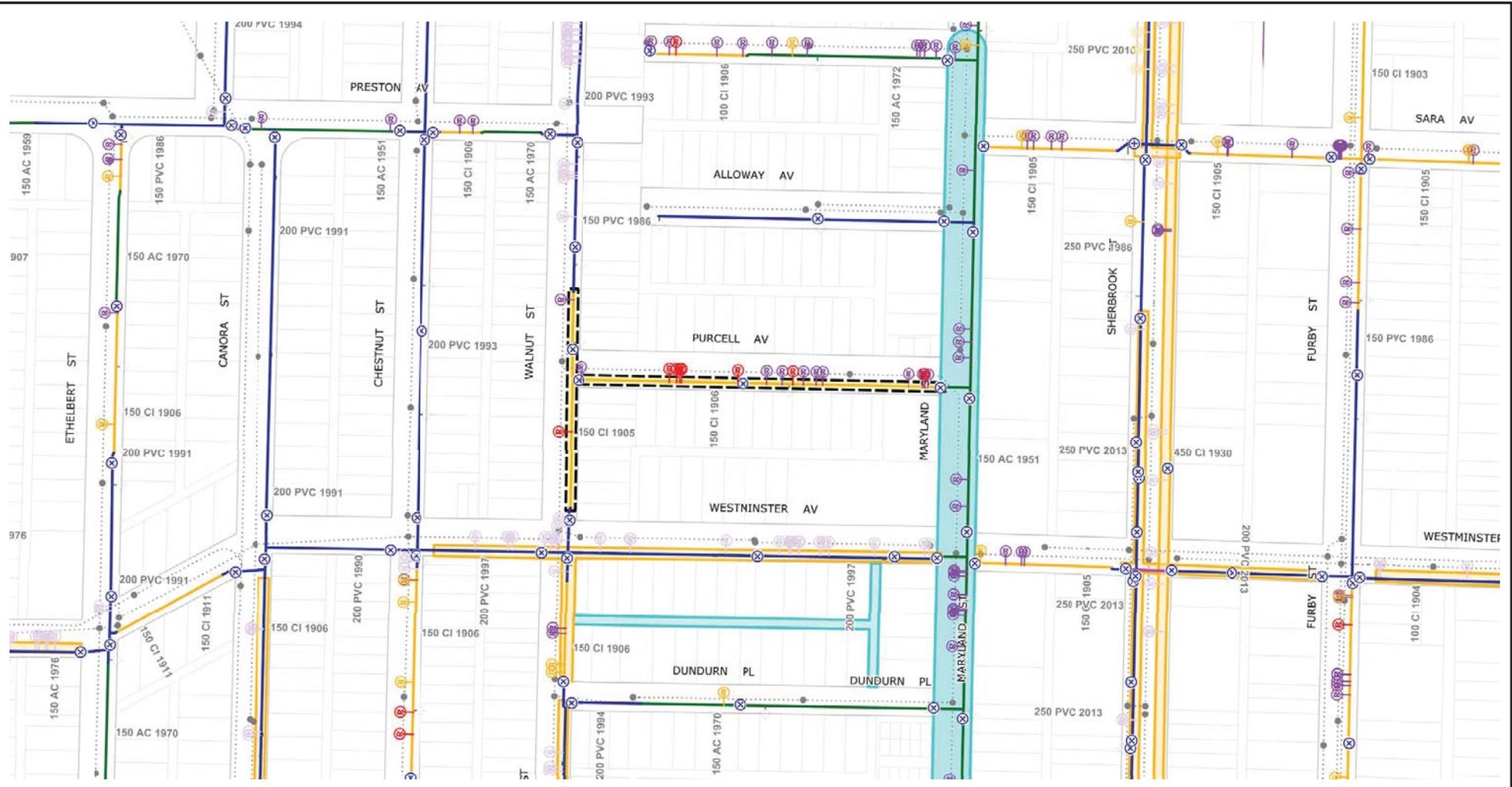




**CITY OF WINNIPEG  
WATER AND WASTE DEPARTMENT  
2019 WATER MAIN RENEWAL PROGRAM**

Location ID: 9	Street: HARGRAVE ST
Location Description: GRAHAM AVE TO ST MARY AVE	
Scale: 1:2000	Renewal Type: REPAIR COUNT





CI WM	REPAIR > 15 YRS	AQUEDUCT	HISTORICAL PROJECT
PVC WM	VALVE	MANHOLE	SCHOOL
AC WM	HYDRANT	SEWERS	PWD PROJECT
UNKNOWN WM	HYDRANT BRANCH	RAILWAY	SEWER RELIEF WORK
REPAIR < 5 YR	FEEDER MAIN	WM RENEWAL	CATHODIC PROTECTION
REPAIR < 5 YR - ABANDON		WM NEW	FIRE PROTECTION UPGRADE
REPAIR 5-15 YRS		WM ABANDON	

Additional Notes:

↑  
N  
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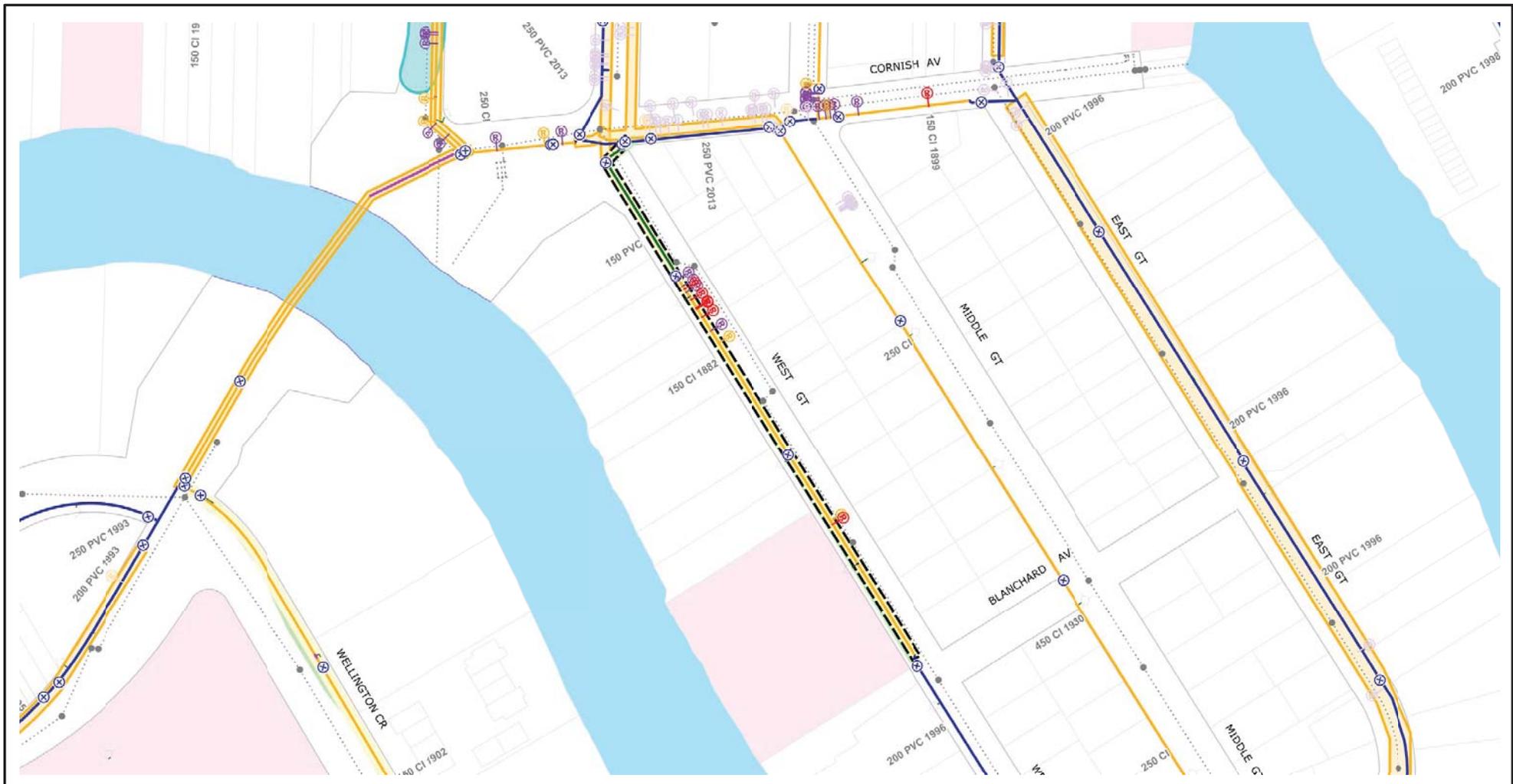
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**CITY OF WINNIPEG  
WATER AND WASTE DEPARTMENT  
2019 WATER MAIN RENEWAL PROGRAM**

Location ID: 21	Street: WALNUT ST/ PURCELL ST
Location Description: MID-BLOCK N OF PURCELL AVE TO WESTMINSTER AVE/ WALNUT ST TO MARYLAND ST	
Scale: 1:2000	Renewal Type: REPAIR COUNT

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CI WM	REPAIR <5YRS	AQUEDUCT	HISTORICAL PROJECT
PVC WM	REPAIR >15YRS	MANHOLE	SCHOOL
AC WM	REPAIR >15YRS-ABANDON	SEWERS	PWD PROJECT
UNKNOWN WM	VALVE	RAILWAY	SEWER RELIEF WORK
REPAIR <5YR	HYDRANT	WM RENEWAL	CATHODIC PROTECTION
REPAIR <5YR-ABANDON	HYDRANT BRANCH	WM NEW	FIRE PROTECTION UPGRADE
REPAIR 5-15YRS	FEEDER MAIN	WM ABANDON	

Additional Notes:

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N  
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**CITY OF WINNIPEG  
WATER AND WASTE DEPARTMENT  
2019 WATER MAIN RENEWAL PROGRAM**

Location ID: 22	Street: WEST GT
Location Description: CORNISH AVE TO BLANCHARD AVE	
Scale: 1:2000	Renewal Type: REPAIR COUNT



	CI WM		REPAIR 5-15YRS-ABANDON		AQUEDUCT		HISTORICAL PROJECT
	PVC WM		REPAIR > 15YRS		MANHOLE		SCHOOL
	AC WM		REPAIR > 15YRS-ABANDON		SEWERS		PWD PROJECT
	UNKNOWN WM		VALVE		RAILWAY		SEWER RELIEF WORK
	REPAIR < 5YR		HYDRANT		WM RENEWAL		CATHODIC PROTECTION
	REPAIR < 5YR-ABANDON		HYDRANT BRANCH		WM NEW		FIRE PROTECTION UPGRADE
	REPAIR 5-15YRS		FEEDER MAIN		WM ABANDON		

Additional Notes:

-CONSOLIDATE DUAL INFRASTRUCTURE AND ABANDON OLD HIGH PRESSURE MAIN

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**CITY OF WINNIPEG  
WATER AND WASTE DEPARTMENT  
2019 WATER MAIN RENEWAL PROGRAM**

Location ID: 26	Street: ALEXANDER AVE
Location Description: PRINCESS ST TO ELLEN ST	
Scale: 1:2000	Renewal Type: PWD-LOCAL