



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 153-2012

**REQUEST FOR PROFESSIONAL CONSULTING SERVICES FOR A LEAF AND YARD
WASTE COMPOSTING FACILITY AND A PILOT BIOSOLIDS COMPOSTING FACILITY AT
BRADY ROAD RESOURCE MANAGEMENT FACILITY**

Proposals shall be submitted to:

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

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Proposal Submission	2
B8. Proposal (Section A)	3
B9. Fees (Form B: Prices)	4
B10. Experience of Proponent and Subconsultants (Section C)	4
B11. Experience of Key Personnel Assigned to the Project (Section D)	4
B12. Project Understanding and Methodology (Section E)	5
B13. Project Schedule (Section F)	5
B14. Qualification	5
B15. Eligibility	6
B16. Opening of Proposals and Release of Information	6
B17. Irrevocable Offer	7
B18. Withdrawal of Offers	7
B19. Interviews	7
B20. Negotiations	7
B21. Evaluation of Proposals	8
B22. Award of Contract	9

PART C - GENERAL CONDITIONS

C0. General Conditions	1
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PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Project Manager	1
D3. Background	1
D4. Scope of Services	2

Submissions Prior to Start of Services

D5. Authority to Carry on Business	3
D6. Insurance	3

Schedule of Services

D7. Commencement	4
D8. Critical Stages	4

PART E - SPECIFICATIONS

E1. Design Services	1
E2. Project Planning & Preliminary Design	1
E3. Detailed Design & Contract Preparation	5
E4. Contract Administration Services	7
E5. Additional Services	8
E6. City Responsibility	9
E7. Rights and privileges	9

Appendix A – Biosolids Composting Technology Selection and Evaluation

Appendix B – Definition of Professional Consultant Services

Appendix C – Biosolids Compost Facility Plan

Appendix D - Layout

Appendix E - Comprehensive Integrated Waste Management Plan

Appendix F – Master Plan

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 REQUEST FOR PROFESSIONAL CONSULTING SERVICES FOR A LEAF AND YARD WASTE COMPOSTING FACILITY AND A PILOT BIOSOLIDS COMPOSTING FACILITY AT BRADY ROAD RESOURCE MANAGEMENT FACILITY

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, April 16, 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 conduct a Site Investigation tour of the proposed Composting site at Brady Road Resource Management Facility at 1901 Brady Road. on:
- (a) April 5, 2012 at 9:00 am.
- B3.1.1 Proponents are requested to register for the Site Investigation by contacting the Project Manager identified in D2.
- B3.2 Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Proponents attend.
- B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Site Investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Project Manager in writing.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Project Manager identified in D2.
- B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.
- B4.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.
- B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

B5. CONFIDENTIALITY

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

B6. ADDENDA

- B6.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B6.2.2 The 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) Project Understanding and Methodology (Section E) in accordance with B12; and
 - (d) Project Schedule (Section F) in accordance with B13.
- B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.5 Proponents should submit one (1) unbound original (marked "original") and six (6) copies for sections identified in B7.1 and B7.2.

- B7.6 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B7.7 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.
- B7.8 Further to B7.7, the proposal package should be submitted on standard letter size paper 8 ½ by 11 inches and limited to a maximum of 30 pages exclusive of the required form. Any information in an appendix will not be evaluated.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.11 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 (FORM B: PRICES)

B9.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services unless otherwise indicated in D4.

B9.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B9.3 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.

B9.4 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.

B9.5 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.

B9.6 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;
- (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:
- Description of project;
 - Role of the person;
 - Project Owner;
 - Reference information (two current names with telephone numbers per project).

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B12.1 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.
- B12.2 Methodology should be presented in accordance with the Scope of Services identified in D4.
- B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B12.4 Proposals should address:
- the team's understanding of the broad functional and technical requirements;
 - the team's understanding of the urban design issues;
 - the proposed Project construction budget;
 - the City's Project methodology with respect to the information provided within this RFP; and
 - any other issue that conveys your team's understanding of the Project requirements.
- B12.5 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 D4.

B13. PROJECT SCHEDULE (SECTION F)

- B13.1 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.
- B13.2 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.

B14. QUALIFICATION

- B14.1 The Proponent shall:
- undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the

- Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
 - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- B14.2 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>
- B14.3 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.
- B14.4 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.
- B14.5 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.

B15. ELIGIBILITY

- B15.1 Various organizations provided investigative services with respect to this Project. In the City's opinion, this relationship or association does not create a conflict of interest or will not likely create a perception of conflict of interest because of this full disclosure and related information. The organizations are:
- (a) CH2MHill Canada Limited
 - (b) Transform Compost Systems
 - (c) Edmonton Waste Management Centre of Excellence
 - (d) Stantec Consulting Ltd.

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 B14: (pass/fail)
 - (c) Fees; (Section B) 40%
 - (d) Experience of Proponent and Subconsultants; (Section C) 20%
 - (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
 - (f) Project Understanding and Methodology (Section E) 15%
 - (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 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 experience of the organization on projects of similar size and complexity as well as other information requested.
- B21.6 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.
- B21.7 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B21.8 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B21.9 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide complete responses to B7.2(a) to B7.2(d), 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 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B22.6 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.
- B22.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

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

Verden Jeancart C.E.T.

Email: vjeancart@winnipeg.ca

Telephone No. 204 986-5310

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.

D3. BACKGROUND

D3.1 The Water and Waste Department would like to divert approximately 20% of currently generated biosolids away from co-disposal with refuse to a pilot scale composting facility located within the Brady Road Resource Management Facility (Brady). The pilot study aims to compost twenty percent of the biosolids that are generated from the City's three wastewater pollution control centre. This represents 10,400 wet tonnes of dewatered biosolids per year. The 20% amount was selected for the pilot study so that operating techniques can be optimized to determine how to best generate a high quality compost product. The pilot facility will be designed so that, if the pilot program is successful, it may be expanded to compost additional biosolids in the future.

D3.2 The Water and Waste Department is also requesting the provision of engineering services to provide a conceptual study including a layout plan for a 21,000 tonnes per year Leaf and Yard Waste pad in conjunction with the pilot biosolids composting facility area at Brady. This concept layout report will be used as reference material in the preliminary and detailed design of the leaf and yard waste composting sites.

D3.3 A Conceptual Study in the form of a Technical Memorandum entitled City of Winnipeg Biosolids Composting Technology Selection and Evaluation was prepared by CH2MHill, Transform Compost systems, and Edmonton Waste Management Centre of Excellence for the City of Winnipeg in May 2011 which is included in Appendix 'A' of this document.

D3.4 The Comprehensive Integrated Waste Management Plan Final Project Report prepared for the City of Winnipeg by Stantec in September 2011 Near Term Residential Waste Management System recommendations include "Enhance Composting Area at Brady by developing an upgraded leaf and yard waste composting facility at an estimated cost of \$2.0 million at Brady, capable of managing up to 21,000 tonnes per year of material. Leaf and yard waste may be (delivered to composting site) in Kraft paper bags.

D3.5 The Pilot Biosolids Composting Facility and Leaf and Yard Waste Composting Site project at Brady generally consists of the following work.

- (a) Construction of a Leaf and Yard Waste Composting pad capable of handling 21,000 tonnes per year of material.
 - (i) Site preparation
 - (ii) Drainage system
 - (iii) Receiving area
 - (iv) Mixing and Composting pad
 - (v) Windrow Curing Pad
 - (vi) Product storage Pad
 - (vii) Access roadways
 - (viii) Mobile equipment
- (b) Construction of a Biosolids Composting Facility capable of composting 10,400 wet tonnes per year of Biosolids using an Aerated Static Pile Composting System with the following components.
 - (i) Site preparation
 - (ii) Exterior Yard Area & Utility connections
 - (iii) Access roadway
 - (iv) Receiving and Mixing Building
 - (v) Outdoor Composting Pad
 - (vi) Aerated static Pile Composting system
 - (vii) Vertical mixers
 - (viii) Weather station
 - (ix) Surface water detention Pond
 - (x) Windrow Curing Pad
 - (xi) Product Storage Pad
 - (xii) Mobile equipment

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of professional consulting engineering services for the preliminary engineering, detailed design ,contract administration and project closeout of a pilot Biosolids Composting Facility and Leaf and Yard waste Composting site at Brady in accordance with the following:
- (a) Preliminary Engineering including review of existing topographic surveys and reports received by the City of Winnipeg related to this proposed composting site;
 - (b) Conceptual Design Schematic Design/Program of Requirements completion;
 - (c) Geotechnical Engineering as required for the Biosolids Composting Facility and the Leaf and Yard Waste Composting Site;
 - (d) Design and Specification Development;
 - (e) Contract Document Preparation;
 - (f) Procurement Process;
 - (g) Non Resident Construction Services;
 - (h) Resident Construction Services and
 - (i) Post Construction Services including Advisory Services (and training staff) on composting operations.
- D4.2 The total budget for this project is \$7,000,000 (including Engineering). The Leaf and Yard Compost Site estimate is \$2,000,000. The Biosolids Composting Facility estimate is \$5,000,000.

SUBMISSIONS PRIOR TO START OF SERVICES

D5. AUTHORITY TO CARRY ON BUSINESS

D5.1 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.

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, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insured, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
 - (v) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Services. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (b) 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.

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 each of its Subconsultants to provide comparable insurance to that set forth under D6.2(a).

- D6.5 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 D6.10.
- D6.6 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.
- D6.7 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.
- D6.8 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.
- D6.9 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 D6.8.
- D6.10 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

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 D5;
 - (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.
- D7.3 The City intends to award this Contract by April 30, 2012.

D8. CRITICAL STAGES

- D8.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Preliminary Design completed and accepted by the City no later than June 30,2012;
 - (b) Final Design completed and accepted by the City no later than July 31,2012;
 - (c) Bid Opportunity closing no later than August 23,2012;
 - (d) Award Contract September 6,2012;
 - (e) Begin Construction September 14,2012;
 - (f) Substantial Completion February 28,2013;
 - (g) Total Performance April 30, 2013.

PART E - SPECIFICATIONS

E1. DESIGN SERVICES

- E1.1 Unless otherwise specified below, Appendix B – Definition of Professional Consultant Services –Engineering – Water and Waste shall be applicable to the provision of Professional Engineering Services for the Project.

E2. PROJECT PLANNING & PRELIMINARY DESIGN

- E2.1 Preliminary Design Services associated with the Contract are described in Appendix B Clause 3 Professional Engineering Services – Preliminary Design.

- E2.2 The Consultant is responsible for:

- E2.2.1 In consultation with the Project Manager, determining the extent to which Site investigation is required;

- (a) Field surveys; in addition to an aerial topographic survey conducted by the City of Winnipeg
- (b) Acquiring the historical and as-built drawings within Project limits from Solid Waste Division and Engineering Division;
- (c) Engaging the services of appropriate qualified Subconsultant personnel where additional Site investigation services are required, including, but not limited to: geotechnical investigation related to the Biosolids Composting Facility and the Leaf and Yard Waste Composting Site, electrical, structural and mechanical compost process engineering, utility accessibility, equipment procurement, and materials testing;
- (d) Providing Project details and regular Project updates;
- (e) Review Biosolids Composting Technology Selection and Evaluation Conceptual Study prepared for the City of Winnipeg in May 2011;
- (f) Review Comprehensive Integrated Waste Management Plan for the City of Winnipeg in September 2011.
- (g) Design and Operations Report for Composting Sites
- (h) Drainage Report for Composting Sites
- (i) Assessment of Physical and Water Use Conditions for Composting Sites
- (j) Odour Impact Assessment for Composting Sites
- (k) Odour Management and Control Plan for Composting Sites
- (l) Leachate Management
- (m) Ongoing monitoring program requirements

- E2.2.2 Client Liason

- (a) The City of Winnipeg will establish a Steering Committee to liase with the Consulting Engineer throughout the duration of the project. The Consulting Engineer will arrange project meetings as required to present project information to the Steering Committee.
- (b) The Consulting Engineer shall allow in their schedules, adequate time for information review and input by City staff, commensurate with the length and complexity of the submissions.
- (c) The City will be receptive to arrangements that improve communication and working relationship with the Consulting Engineer. Previous successful ventures have included team building and joint project specific workshops.

- E2.2.3 Project Schedule

- (a) The proposal shall include a schedule for the proposed activities and any alternative work plans proposed. Construction of the Biosolids Facility and the Leaf and Yard Waste Site must take into account optimal weather for construction of earthworks, drainage of concrete

foundation and pads as required be performed in summer months and in winter months if no temporary heat sources are required. All significant work activity dates including milestone meetings are to be identified. The City's preferred software for Work Breakdown Structure task scheduling is Microsoft Project 2003.

- (b) For the purpose of the proposal preparation, it is to be assumed that assignment of the Engineering Services will be made by April 30,2012.
- E2.2.4 Provide a Class 3 cost estimate for recommendations. All cost estimates in the proposal shall conform to the Cost Estimate Classification system, American Association of Cost Engineers (AACE) International Recommended Practice No. 18R-97, 2005, page 2.
- E2.3 Further to E2.1 and E2.2 Preliminary Design Services for the Project shall include a minimum of one preliminary design concept in order to meet the goals of
- (a) The Biosolids Composting Technology Selection and Evaluation Conceptual Study for the Biosolids Composting Facility and
- (b) Comprehensive Integrated Waste Management Plan for the City of Winnipeg in September 2011 and associated correspondence for the Leaf and Yard Composting site on adjoining areas at Brady.
- E2.3.1 The Consultant shall, in consultation with the Project Manager, and other designated stakeholders, provide a minimum of a preliminary design concept that
- (a) meets the strategic goals identified in E2.3;
- (b) are within the Project Budget; and
- (c) meets the scope of work as identified in D4.
- E2.3.2 The proposed preliminary design concept should include options consistent with the following:
- (a) Biosolids Composting and Organic Waste composting process design construction and operation
- (b) Clay Materials Balancing from adjacent areas on the Brady or alternate clay sources or alternate means of achieving storage and processing area design objectives determined by the Province.
- (c) A comprehensive drainage plan to allow positive drainage on these sites and adjacent process areas
- (d) Provision of electrical power, natural gas and water for the Biosolids Composting site
- (e) Coordination of existing uses of site with Brady Operations including temporary materials disposal and processing sites on Brady
- E2.4 A Design and Operation Report for Composting Sites describes the site design, environmental control measures, monitoring, daily operations and maintenance, contingency measures, and site closure plan. It includes an assessment on all aspects of the facility and its potential for environmental impacts. At a minimum, the design and operations report for composting sites must include the following:
- (a) Site Plan/Location Map that shows:
- (i) Topography;
- (ii) Total area of the site location and zoning;
- (iii) Land use, official plan designation and zoning of the surrounding area including:
- the nearest residence,
 - the proximity of residential areas,
 - the nearest well,
 - the nearest occupied industrial or commercial building;
- (iv) location and dimensions of all buildings, bermed areas, on-site roads, access routes, unloading areas, loading areas and waste storage areas, site fencing, paved areas, pollution control devices, property lines, etc.

- (b) Details regarding site fencing, required security, hours of operation, days of operation and the number of days to be open per year.
- (c) Designed capacity of proposed facility.
- (d) Waste types, quantities, characteristics and origin of the incoming material.
- (e) The maximum quantity of each type of waste to be processed annually.
- (f) A detailed description of the process, equipment, facilities and technology to be used, including (as applicable):
 - (i) Waste pre-processing;
 - (ii) Waste composting and mixing, including a description of the recipe, how the material will be blended, the resulting range of C:N ratio and bulk density of the mix and methods of aeration and irrigation;
 - (iii) The curing process for unfinished compost (including the location and duration);
 - (iv) Proposed monitoring arrangements
 - (v) Proposed quality sampling and testing;
 - (vi) Exhaust handling and control systems.
- (g) The maximum amount of waste to be stored on-site at any one time, the maximum storage duration and a description of the method and the design of the storage facility.
- (h) Emergency operation and contingency plans including, at a minimum:
 - (i) The preparation for, prevention of, response to, and recovery from, an environmental emergency such as spills, potential fire, explosions, power outages, flooding, and other possible emergencies, including the release of foul odours to the environment and air exhaust control equipment malfunctions;
 - (ii) Requirements for staff training related to emergency procedures;
 - (iii) Equipment requirements and availability
 - (iv) Company and ministry notification procedures.
- (i) Procedures for:
 - Recording, including waste classifications and the rates and volumes of waste processed;
 - Final end use of the product and quality assurance (for example, meeting compost quality standards);
 - Reporting to the ministry, including any monitoring results, spills, volumes and types of wastes received and processed;
 - Labelling of storage containers and areas;
 - Vehicle routes within the site;
 - Monitoring programs and procedures;
 - How the design and operations report will be maintained to ensure it is current at all times;
 - Suitable document control and records that indicate appropriate document approval and that tracks all changes that have been made to the previously approved versions.
- (j) Details about facility maintenance and inspection and the qualifications of senior staff supervising operations on site, including:
 - (i) Assessment of noise impacts and mitigation (facility and truck traffic), including the anticipated truck traffic volume.
- (k) Monitor and control programs for, at a minimum:
 - (i) Noise;
 - (ii) Odour;
 - (iii) Litter;

- (iv) Vectors;
 - (v) Vermin;
 - (vi) Dust
- (l) Contingency plans for material management if the final product does not meet the intended quality standards or process objectives (for example, a plan to re-introduce the material into the process or manage it as a residue).
- (m) Decommissioning plan for eventual closure, addressing procedures for equipment/buildings, dismantling and demolition, site restoration and final residue disposal.

E2.5 Stormwater Management Report for Composting Sites

- (a) The stormwater management report for composting sites is required for composting sites that include provisions for the outside storage of waste. This information will be used to assess potential impacts offsite, for example, on the nearest waterbody. At a minimum this must include a detailed plan of storm water management including:
- (i) A description of the nature of the interaction of the waste or compost with rainwater, which should include considerations of volumes of storm water runoff and storage;
 - (ii) Surface elevations indicating the direction of drainage and a description of all discharge locations;
 - (iii) Impact prevention and monitoring plans, which should include a discussion of management of rainwater that comes into contact with waste or compost; and
 - (iv) And assessment of the need for approval as an activity to an existing approval or application for approval for such an activity to Manitoba Conservation.
- (b) Composting facilities should be designed and operated with the objective of minimizing the production of leachate and preventing its release to the environment. Leachate production can be controlled by reducing contact between precipitation and feedstock or compost. Stormwater that does not come into contact with waste, compost or leachate should be separately controlled.

E2.6 Assessment of Physical and Water Use Conditions for Composting Sites.

- (a) This report is required if the composting operation is to occur outdoors on a natural base. Locating a composting facility on a concrete or asphalt pad does not preclude groundwater contamination due to the potential cracking of the pads. This report must describe the existing hydrogeological conditions and must include information about the estimated impact on surface and groundwater from the proposed operations. At a minimum, the hydrogeological assessment report for composting sites must include:
- (i) Surface water hydrology (for example, existing topography, natural versus artificial surfaces, drainage patterns, proximity to surface waters, extent of local floodplains, local precipitation patterns).
 - (ii) Local geology, including soil composition and stratigraphy.
 - (iii) Local hydrogeology, such as the depth to the water table, current groundwater quality and direction of groundwater flow.
 - (iv) Identification of wells, water takings and other water uses.
 - (v) Local regulatory requirements, primarily municipal zoning and by-laws and regional conservation authority requirements.
 - (vi) The identification of potential impacts on groundwater, surface water and water users, from the specific type of facility being proposed.
 - (vii) Monitoring and contingency plans, where deemed appropriate, to detect and if necessary, mitigate impacts.

E2.7 Odour Management and Control Plan for Composting Sites

- (a) An odour management and control plan for composting sites should provide a detailed description of the following:
- (i) Procedures and best management practices to be followed at the facility to alleviate odour impacts during normal operations.

- (ii) Procedures for operation of the composting site under less than optimal conditions (for example, frozen feedstock, prolonged rain events or receipt of feedstock in an anaerobic state). The plan should also discuss specific weather conditions under which odour generating activities, such as windrow turning, should not be undertaken.
- (iii) The odour management and control plan should also identify the anticipated problems that might occur and should include detailed contingency procedures for actions to take when an odour problem occurs.

E3. DETAILED DESIGN & CONTRACT PREPARATION

E3.1 Orientation Meeting

- (a) Attend a mandatory meeting with the Engineering, Solid Waste and Wastewater Services Divisions of the Department to review project expectations and limits.

E3.2 General

- (a) These Terms of Reference are supplemental to the Standard Terms and Conditions of Consultant Services and the "Definition of Standard Consulting Engineering Services required by the City of Winnipeg.
- (b) The consulting services described herein will be provided for the Water and Waste Department (the Department).
- (c) The work shall be coordinated and planned in consultation with adjacent Solid Waste Services operations at Brady.
- (d) The following engineering services are required for the Pilot Biosolids Composting Facility and Leaf and Yard Waste Composting site at Brady.
- (e) Where applicable, the designs must address the current edition of The City of Winnipeg Standard Construction Specifications.
- (f) Structural engineering and geotechnical services for the design of the biosolids facility receiving and mixing area pad and foundation,
- (g) Civil engineering for the design of the Biosolids composting facility pad base and surfacing.
- (h) Civil Engineering for the design and earthwork including drainage required for the construction of the composting mixing and storage pads
- (i) Provision of survey services to determine project limits, elevations and locations.
- (j) Provision of any geotechnical and soil testing reports for use in design and obtaining required construction permits.
- (k) Electrical and Mechanical design of ventilation and lighting requirements for Biosolids Composting facility
- (l) Preparation of Bid Opportunity documents.
- (m) Resident and non-resident Contract Administration services.

E3.2.1 Design Services – General

- (a) All required technical specifications complete with Form B: Unit Prices, to be included with the Bid Opportunity documents and construction drawings package.
- (b) A pre-tender estimate must be provided to the Department's contact person for review at least fifteen (15) calendar days prior to tendering. The project shall not be tendered without this review.
- (c) Construction drawings are to have a Department drawing number assigned before the work is tendered. Drawing numbers shall be requested from the Department's contact person.
- (d) Review and approval of shop drawings submitted by the Contractor and/or Supplier(s).
- (e) Digital files of the construction drawings shall be provided to the Department's contact person when the work is tendered.

- (f) Provision of appropriate response to bidders and advice to the Department during the period of tender call and, subject to acceptance by the Department, issuing addenda to the Bid Opportunity documents.
- (g) Review Bid submissions for completeness and prepare Bid submission tabulation.
- (h) If required, arrange for a pre-award meeting(s) with the Department and the lowest qualified Bidder for which the purpose is:
 - (i) To establish that the Contractor has received all addenda.
 - (ii) To ascertain that the Contractor understands the scope of work in the Bid Opportunity.
 - (iii) To determine that the Contractor is capable of meeting the obligations of the detailed in the Bid Opportunity.
 - (iv) To secure advisement by the Contractor of intended methods, materials, stages, timelines or sequences of the Contract that are of interest to the Department.
 - (v) To afford the opportunity for each participant to fulfil the obligation of disclosing any known obstacle(s) to the conduct of the Contract, or of any expectation of significant revision thereof, if known at that time.
- (i) Preparation of a report containing recommendation regarding award of contract and identifying reasons thereof, including identifying and explaining any variations in cost from the original engineer's estimate to the submitted Contract cost.
- (j) Provision of any geotechnical reports and documents required to assist the Department with acquiring a valid Waterways By-law Permit and other permits required by Manitoba Conservation prior to any construction activities.
- (k) Provide the Contractor with assistance in obtaining any required permits necessary for the commencement of construction.
- (l) Coordinate with the Contractor, the Department and other relevant parties any commissioning activities required before any components of the Biosolids Composting Facility and Leaf and Yard waste composting site can be put into active service.

E3.2.2 Design Services – Structural, Civil Electrical, Mechanical Composting Process Engineering

- (a) Design will be required for the following components:
 - (i) Biosolids Composting Facility and an adjacent Leaf and Yard Waste Composting Site design including substructure and foundations requirements including concrete wall, floor slab and other components for Biosolids receiving ,mixing and building and storage pads.
 - (ii) Reinforcing steel requirements.
 - (iii) Excavation and composting pad fill requirements and limits.
 - (iv) Site drainage and earthwork for access road and compost pad design.
 - (v) Compost pad design to include a clay balance study as the area is clay deficient. Clay borrow areas may have to be accessed on Brady or alternate sources of fill material and may have to be accessed for the construction of the biosolids facility and compost mixing and storage pads.
 - (vi) Electrical and mechanical design for ventilation equipment and bio-filter odour control for the receiving building.
 - (vii) Miscellaneous appurtenances such as equipment procurement (to be designated by the Department's contact person).
- (b) All applicable forces and loadings (both during construction and after backfilling) shall be taken into consideration for the design of each component indicated above and/or additional components included to this assignment.
- (c) All building code requirements to be satisfied.

E3.2.3 Construction Drawings

- (a) All drawings are to be drawn in accordance with The City of Winnipeg Manual for Production of Construction Drawings and Departmental requirements.

- (b) Construction Drawings are to be prepared by the Consultant and will be included by the Bid Opportunity Documents. Provide digital PDF's of the Construction Drawings to be posted on the City of Winnipeg web site for the bidding period.
- (c) The Department's contact person will provide drawing numbers for the construction drawings prepared by the Consultant.

E4. CONTRACT ADMINISTRATION SERVICES

E4.1.1 Non-Resident Services

- (a) Personnel with demonstrated experience in the design and contract administration of the Structural, Electrical, Mechanical, Composting Process and Civil components of the Works are to be assigned to this project.
- (b) Consultation with and advice to the Department during the course of construction.
- (c) Coordinate and conduct a pre-construction meeting with all other relevant parties in attendance and provide minutes of meeting to all in attendance and those to be copied.
- (d) Review and acceptance of shop drawings and manufacturers' drawings supplied by the Contractor or supplier to ensure to the Department that the shop drawings are in conformance to the contract Drawings and Specifications, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (e) Review and report to the Department upon laboratory, shop and other tests conducted upon materials and /or equipment placed or installed by the Contractor to ensure to the Department conformance to the contract Drawings and Specifications, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (f) Acceptance of alternate materials and methods, subject to prior acceptance by the Department, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (g) Submit monthly contract progress estimates to be processed in a timely fashion in accordance with the General Conditions of the City of Winnipeg Standard Construction Specifications.
- (h) Provide a detailed monthly "Cost to Complete" report. This report is to include the actual costs to date, plus projected costs to complete the project including allowances for any unforeseen cost with explanation and justification. The report shall identify any expected budget overruns or surpluses.
- (i) Furnish copies to the Department of all significant correspondence relating directly or indirectly to the project by parties external to the Consultant's Contract Administrator (Contract Administrator).
- (j) Submit to the Department, prior to construction, a report documenting written and photographic records of, and assessments of the physical condition of adjacent buildings, facilities, surface conditions and other infrastructure sufficient to equip the Contract Administrator 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 thereto arising from the project.
- (k) Consultant billings are to indicate the fee breakdown for the submitted invoice as well as the total fees to date.
- (l) Billings are to be adjusted to indicate the 2% of the actual construction value holdback until as-constructed drawings have been submitted. Invoices submitted without this breakdown will be returned.
- (m) Approved allowable disbursements and laboratory testing costs are to be shown as separate sub-totals from the fee charges.

E4.1.2 Resident Services

- (a) Personnel with demonstrated experience in the design and contract administration of the Structural, Electrical, Mechanical, Composting Process and Civil components of the Works are to be assigned to this project.

- (b) Ensure that Quality Assurance/Quality Control (QA/Qc) is undertaken to Building Code requirements and Departmental standards.
- (c) Arrange for regular job meetings at the worksite or near the worksite throughout the duration of the contract work. The meetings are to be attended by the Contract Administrator or his/her designate as well as the on-site Inspector, the Contractor and the Department's contact person.
- (d) Minutes of all site meetings shall be recorded and distributed to all in attendance and the copy list.
- (e) Without relieving the Contractor of his contractual and legal obligations in respect thereof, conduct detailed inspection of construction sufficient to ensure that the Work carried out by the Contractor is in conformance with the Drawings and Specifications.
- (f) Co-ordination and staging of other works by third parties on the site including, but not limited to, Hydro, Gas, Communications and other City forces.
- (g) Reports are to be promptly made the Department's contact person regarding unusual or changed site conditions which may or will result in extra work to the project.
- (h) All extra work to the project must be reviewed and approved by the Department's contact person prior to approval being given to the Contractor to undertake the Work.
- (i) The Contract Administrator will be responsible to project final construction costs throughout the duration of the project to ensure the project remains with the budget allowance.
- (j) Keep a continuous and accurate record of working days and days lost due to inclement weather or other unforeseen circumstances during the course of construction.
- (k) In conjunction with the Department, provision of advance notice to adjacent residents and businesses who will have public services and/or access disruptions during construction.
- (l) Enforcement of contractor conformance with Traffic Control in Work Areas in compliance with expected standards of safety for motorists and pedestrians, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (m) Acting in the interest of the Department, provide responsible, sensitive and prompt reaction to the reasonable requests and complaints of citizens regarding the conduct of the project.
- (n) Arranging for and carrying out testing of materials to ensure conformance with the Drawings and Specifications, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (o) Coordination of the day to day site activities.
- (p) Field and/or laboratory testing and verification of construction material quality.
- (q) Field measurement and verification of construction material quantities in a manner so as to minimize contract disputes.

E5. ADDITIONAL SERVICES

E5.1 Final Inspections and Project Acceptance

- (a) As coordinated with the Department's contact person and the Contractor, provide inspection of the completed Works to establish the project milestones of Substantial Performance, Total Performance, and Final Acceptance of the completed project.
- (b) Complete and submit record drawings of the completed structural, and civil works to the Department contact for review within two (2) months of the date of Substantial Performance of the Work.

E5.2 Record Drawings

- (a) The preliminary record drawing submission is to consist of a drawing transmittal letter to the Department's Supervisor of Drafting & Graphic Services, copied to the Department's contact person, and along with one (1) complete set of full-size (A1) drawings prints for the Works.

- (b) Record drawings are to include all construction details and materials of the completed works, including the following:
 - (i) All construction details,
 - (ii) Complete materials list for each individual component installed,
 - (iii) Date of installation of Works (Substantial Performance),
 - (iv) Installation Contractor.
- (c) The reviewed record drawings will be returned with comments (if any) for completion. Once all revisions have been made, submit one (1) complete set of full size (A1) drawing mylars for the Works, complete with the preliminary prints with comments, and the digital file for each as-constructed drawing to the Department's Supervisor of Drafting & Graphic Services. The digital drawing file must have the Water and Waste Department drawing number assigned to that drawing.

E5.3 Operations and Maintenance Manual

- (a) Prepare an Operating Manual in soft (electronic) and hard (printed copies for The Biosolids Composting and the Leaf and Yard Waste Composting Projects.
- (b) Prepare and submit a turnover package which consists of a summary of the works, and provides a reference to all relevant designs, construction and operating information associated with the facility, including design notes, shop drawings, manufacturer's drawings, as-built drawings and operations and maintenance manuals.
- (c) Start-up assistance, commissioning and performance evaluations, to ensure efficient operation of the facility and conformance to specified performance.
- (d) Provide Standard Operating Procedures (SOP) for The Biosolids Composting and the Leaf and Yard Composting Project systems.
- (e) Provide an operator and maintenance training session for City staff. Record the training session to Digital Video Disc (DVD). Review specific audio and video requirements with the City prior to the recording.
- (f) The Consulting Engineer shall be available to provide trouble shooting support on an as required basis in the two (2) years following commissioning. These services are to be undertaken only as directed by the Department and on a time and Materials basis to a limit of \$20,000 under this assignment.

E5.4 The consultant shall submit a biweekly project status report throughout duration of the work. Status reports shall present the principles of Earn Value Management (EVM) for both cost and schedule, with explanation and justification of any significant variation from baseline. EVM shall conform to the definition outlined in "A Guide to the Project Management Body of Knowledge (PMBOK) Guide) 2000 Edition"

E6. CITY RESPONSIBILITY

E6.1 Upon assignment, the Department will provide the consultant with access to all relevant drawings, specifications, reports, design notes and correspondence regarding the construction, operation and maintenance of the Biosolids Composting Facility and all relevant copies of all studies, reports and correspondence for ongoing concurrent works. The majority of these items are available in their original format only and it's the consultant's responsibility to arrange and pay for any copying or prints which they may requires.

E7. RIGHTS AND PRIVILEGES

E7.1 No presentations, published articles, promotional articles, etc. relating to this project shall be conducted by the consultant without prior written permission by the Water and Waste Department

E7.2 No photographs, pictures, renderings, drawings, technical information, etc. related to this project shall be released by the Consultant without prior written permission by the Water and Waste Department