



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 309-2024

**PROFESSIONAL CONSULTING SERVICES FOR DESIGN AND CONSTRUCTION
SERVICES FOR BRADY ROAD RESOURCE MANAGEMENT FACILITY- AREA B.**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROFESSIONAL CONSULTING SERVICES FOR DESIGN AND CONSTRUCTION SERVICES FOR BRADY ROAD RESOURCE MANAGEMENT FACILITY- AREA B.

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, May 17, 2024.

B2.2 The Consulting Contract Administrator or the Manager of Purchasing 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 Consulting Contract Administrator or an authorized representative will conduct a site investigation tour of the Brady Road Resource Management Facility by appointment. Notification must be provided to the Consulting Contract Administrator at least 48 hours prior.

B3.2 Although a Site Investigation is not mandatory, the City strongly suggests that Proponents conduct a site visit.

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 Consulting Contract Administrator in writing.

B3.4 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Proposal or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Consulting Contract Administrator identified in D2.

B4.2 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 Consulting Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator to all Proponents by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Consulting Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Consulting Contract Administrator only to the Proponent who made the enquiry.

B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Consulting Contract Administrator. Failure to restrict correspondence and contact to the Consulting Contract Administrator may result in the rejection of the Proponents Proposal Submission.

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 Consulting Contract Administrator in writing.

B4.7 Any enquiries concerning submitting through MERX should be addressed to:

MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

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 Consulting Contract Administrator. 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 Consulting Contract Administrator.

B6. ADDENDA

- B6.1 The Consulting Contract Administrator 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 Consulting Contract Administrator 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.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Consulting Contract Administrator indicated in D2.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/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.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution.
- B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B7.8 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: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their 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 their 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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their 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 their duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than their 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: Bid/Proposal should be entered below such signatures.

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

B9. FEES (SECTION B)

B9.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D5 Scope of Services.

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 Where the City requires additional services, the rates to be used will be based on the rates provided in the Proponent's proposal

B9.4 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.

B9.5 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.

B9.6 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.

B9.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.7.1 Fees stated shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D18. Any such costs shall be determined in accordance with D18.

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B10.1 Proposals should include details demonstrating the history and experience of the Proponent and Subconsultants in providing planning, design, management of construction and contract administration services on three (3) projects of similar complexity, scope and value.

B10.1.1 Projects identified for B10.1 should highlight experience with waste disposal cells, leachate collection systems, surface water management and road access.

B10.2 For each project listed in B10.1, the Proponent should submit:

- (a) description of the project (location, size/capacity, tonnages, associated infrastructure)
- (b) role of the Proponent;
- (c) description of any innovations and benefits the Proponent brought to the submitted project;
- (d) project's original contracted cost and final cost;
- (e) design and schedule (anticipated project schedule and actual project delivery schedule, showing design and construction separately);
- (f) project owner;
- (g) reference information (two current names with telephone numbers and email addresses per project).

B10.2.1 If more than three (3) projects are submitted for B10.1, only the first three (3) projects referenced will be considered.

B10.2.2 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.

B11.1.2 Include a resume for each personnel identified on the organizational chart that is not identified as Key Personnel. Each resume should be a maximum of two (2) pages

B11.2 Identify the Key Personnel assigned to the Project, including the project manager, landfill design engineer, landfill operations lead, and leads for other key disciplines and submit the experience and qualifications related to the Project and assigned role for each Key Personnel.

(a) Include the following information for each Key Personnel:

- (i) educational background and degrees;
- (ii) professional designation;
- (iii) job title;
- (iv) years of experience in current position; and
- (v) years of experience with existing employer.

(b) Roles of each of the Key Personnel assigned to the Project should be identified in the organizational chart referred to in B11.1.1.

B11.3 For each person identified in B11.2, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers and email addresses 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 D5.

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 In keeping with the project objectives in D4, proposals should address:

- (a) The team's understanding of the overall plan for Area B and future expansions;
- (b) the team's understanding of landfill design;
- (c) the team's understanding of landfill operations;
- (d) the team's understanding of landfill construction issues;

- (e) the team's understanding how proposed designs and construction recommendations can impact the available construction budget;
- (f) the Project methodology with respect to the information provided within this RFP and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> ; and;
- (g) any other issue that conveys your team's understanding of the Project requirements.

B12.5 The Proposal should include Form P: Person Hours for all disciplines and or phases identified in D5 Scope of Services.

B12.5.1 The total Fees on Form P: Person Hours should match Fees submitted in response to B9.

B12.6 Proponents may use Form P: Person Hours or a table of their own design provided it includes all information requested in accordance with B12.5.

B12.7 A sample of Form P: Person Hours can be found at <https://winnipeg.ca/matmgt/templates/information.stm>

B12.8 For each person identified in B11.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D5.

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.

B13.3 The Proponent should provide detailed commentaries supporting the appropriateness of the logic and time frames of the schedule.

B14. DISCLOSURE

B14.1 Various Persons provided information or services with respect to this RFP. 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.

B14.2 The Persons are:

- (a) KGS Group Consulting Engineers: discussed scope, budget and scheduling of similar projects.
- (b) Dillon Consulting Ltd: discussed scope, budget and scheduling of similar projects.

B15. CONFLICT OF INTEREST AND GOOD FAITH

B15.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B15.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Services 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 their 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.

B15.3 In connection with their Proposal, each entity identified in B15.2 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 Consulting Contract Administrator; 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.

B15.4 Without limiting B15.3, the City may, in their 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 their 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 their sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B15.5 Without limiting B15.3, 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 their sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of their Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Services that has a perceived, actual or potential Conflict of Interest that the City, in their sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Services that fails to comply with any requirements prescribed by the City pursuant to B15.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of their 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.

B15.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

B16. QUALIFICATION

B16.1 The Proponent shall:

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

B16.2 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, Purchasing Division website at <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>

B16.3 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 planning, design, management of construction and contract administration for engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract;
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba; and
- (f) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B16.4 and D7).

B16.4 Further to B16.3(f), the Proponent acknowledges they and all Subconsultants have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B16.5 The Proponent shall submit, within three (3) Business Days of a request by the Consulting Contract Administrator, further proof satisfactory to the Consulting Contract Administrator of the qualifications of the Proponent and of any proposed Subconsultant.

B16.6 The Proponent shall provide, on the request of the Consulting Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Consulting Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B17.1 Proposals will not be opened publicly.

- B17.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B17.3 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).
- B17.3.1 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.
- B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Consulting Contract Administrator.

B18. IRREVOCABLE OFFER

- B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B18.2 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 for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B19. WITHDRAWAL OF OFFERS

- B19.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B20. INTERVIEWS

- B20.1 The Consulting Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B21. NEGOTIATIONS

- B21.1 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.
- B21.2 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.
- B21.3 If, in the course of negotiations pursuant to B21.2, 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.

B22. EVALUATION OF PROPOSALS

- B22.1 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 B16: (pass/fail)

- | | |
|--|-----|
| (c) Fees; (Section B) | 20% |
| (d) Experience of Proponent and Subconsultants; (Section C) | 15% |
| (e) Experience of Key Personnel Assigned to the Project; (Section D) | 30% |
| (f) Project Understanding and Methodology (Section E) | 30% |
| (g) Project Schedule. (Section F) | 5% |
- B22.2 Further to B22.1(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.
- B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in their Proposal or in other information required to be submitted, that it is qualified.
- B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.5 Further to B22.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.
- B22.6 Further to B22.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D5.4.
- B22.7 Further to B22.1(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, in accordance with B10.
- B22.8 Further to B22.1(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, in accordance with B11.
- B22.9 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B12.
- B22.10 Further to B22.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B13.
- B22.11 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.
- B22.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.13 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.
- B23. AWARD OF CONTRACT**
- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 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.

- B23.2.1 Without limiting the generality of B23.2, 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 their 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.
- B23.3 The Services of this Contract is contingent upon Council approval of sufficient funding in the 2024 Capital Budget. If the Capital Budget approved by Council does not include sufficient funding for the Services, the City will have no obligation to award a Contract.
- B23.4 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B23.5 The City may, at their discretion, award the Contract in phases.
- B23.6 Further to B23.5 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B23.7 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B23.7.1 The Contract documents as defined in C1.1(u) 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.
- B23.8 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(v).
- B23.9 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D18 shall immediately take effect upon confirmation of such funding, regardless of when funding is confirmed.
- B23.10 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Consulting Contract Administrator.
- B23.11 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent 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 2022-09-02) 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, Purchasing 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. CONSULTING CONTRACT ADMINISTRATOR

D2.1 The Consulting Contract Administrator is:

Andrew Sinclair, Eng.L., C.E.T.

Telephone No. 204 986 4103

Email Address: andrewsinclair@winnipeg.ca

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

D3. BACKGROUND

D3.1 Opened in 1973, the Brady Road Resource Management Facility (BRRMF) is a 790-hectare, Class 1 Waste Disposal Ground and Resource Management Facility, located south of the Perimeter Highway, between Brady Road and Waverley Street, in Winnipeg, Manitoba.

D3.2 The site is surrounded by a combination of residential, commercial and agricultural development. Manitoba Hydro and TransCanada Pipeline corridors, as well as a public roadway (Rue des Trappistes) intersect the property. Primary access to the site is from Brady Road.

D3.3 The BRRMF operates in accordance with Environment Act License No 3081 R, issued in April 2014. It currently holds approximately 12 million metric tonnes of waste, with over 300,000 metric tonnes of waste materials landfilled on an annual basis. The site has capacity for over 100 additional years of waste disposal, assuming current waste diversion practices are continued.

D3.4 In addition to waste disposal, the BRRMF also includes diversion facilities, such as a drop-off 4R Depot for recyclable items and household hazardous waste, and a composting pad for leaf and yard waste.

D3.5 As per the BRRMF Master Plan (prepared by KGS Group in 2018), approximately 525 hectares of the BRRMF site have been designated for solid waste disposal operations. Solid waste disposal is currently taking place in Cell 34, which is the last disposal cell in the existing waste disposal area (Area A) and is anticipated to reach capacity in 2026. The next area to be developed for waste disposal is Area B, a 66-hectare site bound by Payette Road to the east, Brady Road to the west, Ethan Boyer Way the north, and Charette Road to the south (see Appendix A: Site Map).

D3.6 As part of the BRRMF Master Plan, a preliminary design for Area B was completed (and includes surface water management). Altered assumptions since that time have necessitated the revision of this preliminary design.

D3.7 As per the BRRMF Surface Water Management Plan, surface water flows are managed through drainage ditches and retention ponds. In the current Surface Water Management Plan, existing drainage ditches surrounding Area B are designated as 'clean' water ditches. As Area B is developed and actively managing waste, some ditches may become impacted and this change will need to be reflected in the revised preliminary design for Area B and in the Surface Water Management Plan for the BRRMF.

D3.8 The BRRMF leachate management system consists of perimeter leachate collection pipes, manholes/lift stations, sumps, and clean-outs around the perimeter of Area A, which drain into a centralized collection tank with truck filling station. All leachate is removed from BRRMF through this system.

Each waste disposal cell includes an internal leachate collection system that drains/pumps leachate into the centralized leachate collection system. All new waste disposal cells must be integrated with the existing BRRMF leachate management system.

D3.9 The public documents related to this project can be found online at the following URLs:

- (a) Environment Act License No. 3081 R
https://www.gov.mb.ca/sd/eal/registries/5556_bradyroa/licence3081r/licence3081r.pdf
- (b) Appendix A (Landfill Title Plot)
https://www.gov.mb.ca/sd/eal/registries/5556_bradyroa/licence3081r/appxa.pdf
- (c) Appendix C (Proposed Development)
https://www.gov.mb.ca/sd/eal/registries/5556_bradyroa/licence3081r/appxc.pdf
- (d) Appendix D (Landfill Cell Location Plan)
https://www.gov.mb.ca/sd/eal/registries/5556_bradyroa/licence/appxd.pdf
- (e) Provincial Notices of Alteration and Approvals
https://www.gov.mb.ca/sd/eal/registries/5556_bradyroa/index.html
- (f) Draft Operating Plan
Section 1-2: https://www.gov.mb.ca/sd/eal/registries/5556_bradyroa/draft_op_plan_1.pdf
Section 3-15: https://www.gov.mb.ca/sd/eal/registries/5556_bradyroa/draft_op_plan_2.pdf
Section 16-Appendix A:
https://www.gov.mb.ca/sd/eal/registries/5556_bradyroa/draft_op_plan_3.pdf
Appendix A-H:
https://www.gov.mb.ca/sd/eal/registries/5556_bradyroa/draft_op_plan_4.pdf
- (g) Recent Environment Act License Annual Reports
 - (i) 2022:
https://legacy.winnipeg.ca/waterandwaste/pdfs/garbage/reports/BRRMF/2022_annual_report.pdf
 - (ii) 2021:
https://legacy.winnipeg.ca/waterandwaste/pdfs/garbage/reports/BRRMF/2021_annual_report.pdf
 - (iii) 2020:
https://legacy.winnipeg.ca/waterandwaste/pdfs/garbage/reports/BRRMF/2020_annual_report.pdf
- (h) Standards for Landfills in Manitoba
https://gov.mb.ca/sd/pubs/waste_management/solid/standards_landfill.pdf
- (i) Garbage tonnage
<https://myutility.winnipeg.ca/UtilityPortal/RecyclingGarbageYardWaste/sp/garbageTonnageReport>
- (j) Landfill Gas Collection system
<https://legacy.winnipeg.ca/waterandwaste/garbage/projects/BradyRoadMethaneGas/default.stm>
- (k) Biosolids Master Plan
<https://legacy.winnipeg.ca/waterandwaste/publicengagement/biosolids-master-plan/default.stm>
- (l) General background info
<https://legacy.winnipeg.ca/waterandwaste/garbage/brady/default.stm>

D3.10 Confidential Documents

- D3.10.1 The following relevant documents are available by request to the City's Consulting Contract Administrator after completion of a Non-Disclosure Agreement included in Appendix B. These documents will be released at the sole discretion of the City:
- (a) Brady Road Resource Management Facility Master Plan
 - (b) 2023 Monthly Tonnage Report
 - (c) Surface Water Management Plan

D4. PROJECT OBJECTIVES

- D4.1 The objectives of this project are to:
- (a) Establish required infrastructure to support waste disposal operations in Area B;
 - (b) Maximize waste disposal capacity in Area B;
 - (c) Minimize leachate and litter generation potential through cell design and fill sequencing planning;
 - (d) Construct a waste disposal cell and supporting infrastructure within Area B in 2025.

D5. SCOPE OF SERVICES

- D5.1 The Services required under this Contract shall consist of planning, design and construction services for Area B at the Brady Road Resource Management Facility (BRRMF) including the following:

- (a) Project Management
- (b) Geotechnical Investigation
- (c) Waste Disposal Cells - Preliminary Design
- (d) Leachate Collection System Design
- (e) Access Road Design
- (f) Surface Water Management Plan
- (g) Waste Disposal Cell - Design & Tender
- (h) Fill Sequencing Plans
- (i) Contract Administration
- (j) Post Construction Services

D5.1.1 Project Management

- (a) Provide project management services to ensure that this project is delivered within the scope of work presented in this RFP.
- (b) Preparation of agenda and minutes for all meetings. The following meetings should be included at a minimum:
 - (i) Project Initiation
 - (ii) Geotechnical Planning
 - (iii) Geotechnical Reporting, and impact on design of Area B
 - (iv) Area B preliminary design – excavation limits
 - (v) Cell Design (3) – preliminary, detailed, and final design
 - (vi) Construction – Pre-Award
 - (vii) Construction – Project Initiation
 - (viii) Construction (10) – bi-weekly site meetings
 - (ix) Project Close-out Meeting

- (c) Monthly project progress reports, including Earned Value Management (EVM) methodology

D5.1.2 Geotechnical Investigation

- (a) Conduct a geotechnical investigation to assess subsurface conditions, classifying and understanding the characteristics of the in situ soils and provide recommendations for cell and roadway development and design. The investigation shall include:
 - (i) field investigation (drilling program) and laboratory analysis (soil testing) to characterize Area B soils for correlation to relevant waste disposal cell and roadway design engineering properties.
 - (ii) analysis of groundwater conditions and pressures, including a hydrologic/hydraulic review.
 - (iii) groundwater monitoring well installations to measure groundwater elevations in Area B.
 - (iv) geodetic survey documenting field investigation and monitoring well locations.
- (b) The geotechnical investigation shall be a minimum of two (2) days onsite to advance at least 20 test holes.
- (c) A minimum of three (3) groundwater monitoring wells shall be installed.
- (d) Prepare a detailed geotechnical summary report, including:
 - (i) Area B clay thickness (isopach) map
 - (ii) Area B collector ditch modeling and design
 - (iii) Assessment of basal heave
 - (iv) Slope stability assessment
 - (v) Soil consolidation assessment
 - (vi) Recommended waste disposal cell liner design
 - (vii) Recommended roadway base structure design

D5.1.3 Waste Disposal Cells - Preliminary Design

- (a) Prepare a Preliminary (~30%) Design for the area depicted as Area B in the Site Map shown (Appendix A), to meet the following objectives:
 - (i) maximize waste disposal capacity
 - (ii) facilitate operational efficiencies
 - (iii) minimize construction costs
 - (iv) minimize leachate generation and optimize leachate collection
- (b) Incorporate existing infrastructure (landfill gas system, leachate tank and associated underground infrastructure, administration and equipment buildings) in the preliminary design and phasing as well as consideration of space for additional infrastructure that may be required (e.g. secondary tank);
- (c) Individual disposal cells shall each accommodate approximately two (2) years of disposal capacity.
- (d) The Preliminary Design shall incorporate surface water management, access roads (Area B perimeter road, 'phased' internal roads to active disposal cell), long-term vehicle access (traffic management plan), leachate collection and storage infrastructure, and secondary litter containment/management options.

A road to the top of Area B (at final elevation) should be included in the outside slopes of the waste disposal area for long term access and maintenance.
- (e) A high-level site phasing plan shall be developed indicating timelines for the construction of all disposal cells and infrastructure within Area B.
- (f) Soil balance calculations shall be completed, with consideration towards on going construction of disposal cells in Area B (e.g. cell excavation, berm construction, final cover)

- (g) Preliminary design drawings shall be completed for discussions with the regulator.
- (h) The preliminary design shall be sufficient to update an existing Class 3 cost estimate (see BRRMF Master Plan) in accordance with the City's Deliverables Maturity Assessment Checklist.

D5.1.4 Leachate Collection System

- (a) Prepare design drawings and specifications for the construction/installation of leachate collection system piping around the perimeter of Area B, based on the Preliminary Design of waste disposal cells in Area B.

Construction/installation of leachate collection system piping shall be tendered in the same contract as the waste disposal cell contract.
- (b) The leachate collection system shall be consistent and compatible with the existing leachate collection system designed for Area A (i.e. gravity drainage, pneumatic pumps in lift stations).
- (c) Estimated 1,800 metres of leachate piping is required for Area B; length of pipe tendered for installation will depend on estimated price relative to available capital construction budget.
- (d) A Class 1 cost estimate is required at least six (6) weeks prior to issuing the tender for construction.

D5.1.5 Access Roads

- (a) Prepare design drawings and specifications for the construction of perimeter access road for Area B, based on the Preliminary Design of waste disposal cells and Surface Water Management Plan for Area B.

Construction of the perimeter access road shall be tendered in the same contract as the waste disposal cell contract.
- (b) Prepare preliminary design drawings for the construction of 'phased' internal access roads to waste disposal cells within Area B, based on the Fill Sequencing Plan for Area B. A road to the top of Area B (at final elevation) should be included in the outside slopes of the waste disposal area for long term access and maintenance.

Separate access roads are required for customers and operations (e.g. heavy equipment).
- (c) Estimated 1,200 metres of roadway is required for the perimeter of Area B; length of roadway tendered for construction will depend on estimated price relative to available capital construction budget.
- (d) A Class 1 cost estimate is required for the perimeter access road at least six (6) weeks prior to issuing the tender for construction.

D5.1.6 Surface Water Management Plan

- (a) Develop revised surface water management plan for Area B based on the existing Surface Water Management Plan for BRRMF and preliminary design for surface water management in Area B (see BRRMF Master Plan).

The final design requires changing the use of an existing BRRMF drainage ditch along Charette Road from conveying clean water to impacted water.
- (b) Prepare design drawings and specifications for the construction of perimeter drainage ditches for Area B, based on the Preliminary Design of waste disposal cells and revised Surface Water Management Plan for Area B.
- (c) Construction of the perimeter drainage ditches shall be tendered in the same contract as the waste disposal cell contract; the length of ditching tendered for construction will depend on estimated price relative to available capital construction budget.
- (d) Prepare preliminary design drawings for the construction of 'phased' internal drainage ditches within Area B, based on the Fill Sequencing Plan for Area B and the revised Surface Water Management Plan.

D5.1.7 Waste Disposal Cell - Design & Tender

- (a) Prepare design drawings and specifications to tender a contract for the construction of a waste disposal cell, perimeter leachate collection system piping, drainage ditches, and a perimeter access road in Area B.
- (b) The waste disposal cell shall accommodate two (2) years of waste disposal capacity in Area B. Based on an assumed large cell footprint, the design shall consider a phased-use of the cell (e.g. internal sacrificial berms) to manage leachate generation.
- (c) Alternative leachate collection system materials and designs (e.g. tire derived aggregate) shall be considered to manage construction costs.
- (d) Prepare an excavation plan to minimize double handing of soils during construction (e.g. excavated material may be used to construct berms and access road subgrade).
- (e) A Class 1 cost estimate is required at least six (6) weeks prior to issuing the tender for construction.
- (f) Develop tender documents using City's construction contract template. The City will post the tender documents on MERX. The Consultant will be identified as the Contract Administrator in the tender documents and shall respond to questions and prepare Addenda as required during the tender period.
- (g) Assist the City with tender evaluations and provide a recommendation towards the award of the construction contract.

D5.1.8 Fill Sequencing Plan

- (a) Develop quarterly fill sequencing plans for Area B based on the preliminary design of Area B developed under D5.1.3, current and projected tonnages, current airspace utilization (provided by the City), and required soil cover.
- (b) The fill sequencing plan will incorporate and integrate with the 'phased' internal access roads developed under D5.1.5.
- (c) Fill sequencing plan shall include considerations towards the management of vectors, odours, litter, and adjacent land uses.

D5.1.9 Contract Administration

- (a) Provide Contract Administration services for the duration of the construction contract awarded under D5.1.7. Contract Administration services will include Resident and Non-Resident Services in accordance with the Definition of Professional Consultant Services (see Appendix C).
- (b) Resident services shall be based on the following estimated construction schedule:
 - (i) Fourteen (14) weeks part time site attendance;
 - (ii) two (2) weeks full time site attendance for HDPE liner installation (if applicable);
 - (iii) four (4) weeks full time site attendance for granular drainage blanket installation;
- (c) Material testing during construction shall include leak location testing of the HDPE liner (if included in the design).
- (d) Daily construction reports are required, using City templates. Construction progress reports shall be included in bi-weekly construction meeting minutes.
- (e) The City will conduct GPS-based surveys to support the Consultant's Construction Services on an as-required basis.

D5.1.10 Post Construction Services.

- (a) The Consultant shall provide Post Construction Services, including:
 - (i) A liner QA/QC report for submission to the Province;
 - (ii) A final construction report;
 - (iii) Record drawings (as per City Standard) for submission to the Province within six (6) months of Substantial Performance;

(iv) Warranty inspections.

- D5.1.11 The City will provide all required surveying resources and data for this project (design & construction), unless stated otherwise (e.g., Geotechnical Investigation). However, the construction contractor shall be assigned surveying and layout tasks required for construction.
- D5.1.12 While the Consultant will be required to provide supporting documentation, the City will manage all required regulatory correspondence with the Province.
- D5.2 The Services required under D5.1 shall be in accordance with:
- (a) Appendix C: Definition of Professional Consultant Services;
 - (b) 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 their professional expertise; the Consultant shall bring to the Consulting Contract Administrator'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;
 - (c) The current Environment Act License for the Brady Road Resource Management Facility; and
 - (d) The City's Computer Assisted Drafting (CAD) - Geographic Information System (GIS) Standards https://legacy.winnipeg.ca/waterandwaste/dept/cad_gis.stm.
- D5.3 All cost estimates shall be in accordance with the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No.18R-97 and the City's Deliverables Maturity Assessment Checklist (DMAC) for Class definition.
- D5.4 The funds available for this Contract are \$750,000.00

D6. DEFINITIONS

- D6.1 When used in this Request for Proposal:
- (a) **"BRRMF"** means the Brady Road Resource Management Facility;
 - (b) **"HDPE"** means high density polyethylene; and
 - (c) **"Supply Chain Disruption"** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption.

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D7.1.1 The Consultant agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D7.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;

- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D8. UNFAIR LABOUR PRACTICES

- D8.1 Further to C3.2, the Consultant declares that in bidding for the Work and in entering into this Contract, the Consultant and any proposed Subconsultant(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D8.2 The City of Winnipeg is committed and requires its Consultants and their Subconsultants, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D8.3 Upon request from the Consulting Contract Administrator, the Consultant shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C14.
- D8.5 In the event that the City, in its sole discretion, determines the Consultant to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Consultant shall pay to the City a sum specified by the Consulting Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Consultant's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D8.5.2 The Consultant shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Consultant.
- (a) The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Consultant of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 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 Consulting Contract Administrator with evidence thereof upon request.

D10. SAFE WORK PLAN

D10.1 The Consultant shall provide the Consulting Contract Administrator 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 C4.4(a) for the return of the executed Contract.

D10.2 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D11. INSURANCE

D11.1 The Consultant shall procure and maintain, at their own expense and cost, insurance policies with limits no less than those shown below.

D11.2 As a minimum, the Consultant shall, without limiting their obligations or liabilities under any other contract with the City, procure and maintain, at their 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 per claim and \$ 5,000,000 in the aggregate.

D11.2.1 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.

- D11.3 The policies required in D11.2(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.
- D11.4 The Consultant shall require any Consultants hired to perform geo technical drilling and sample collecting or closed-circuit television to procure and maintain, at their own expense and cost, comparable insurance to that set forth under D11.2(a) and D11.2(b).
- D11.5 The Consultant shall require each of their Subconsultants hired for design, architectural or engineering services as outlined in the Scope of Services to provide comparable insurance to that set forth under D11.2(a) and D11.2(c).
- D11.6 The Consultant shall provide the Consulting Contract Administrator with a certificate(s) of insurance 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 C4.4(a) 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 D11.9.
- D11.7 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.
- D11.8 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.
- D11.9 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

D12. COMMENCEMENT

- D12.1 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.
- D12.2 The Consultant shall not commence any Services until:
- (a) the Consulting Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) the Safe Work Plan specified in D10; and
 - (iii) evidence of the insurance specified in D11.
 - (b) the Consultant has attended a meeting with the Consulting Contract Administrator, or the Consulting Contract Administrator has waived the requirement for a meeting;
 - (c) The direct deposit application specified in D16.1
- D12.3 The City intends to award this Contract by June 14, 2024.

D13. CRITICAL STAGES

- D13.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Geotechnical Investigation to be completed by September 1, 2024;
 - (b) Preliminary Design to be completed by October 18, 2024;
 - (c) Cell Drawings and tender to be completed by February 14, 2025;
 - (d) Waste Disposal Cell Liner QA/QC Report submitted to the Province within two (2) weeks of the construction contractor achieving Substantial Performance.

- (e) Record Drawings submitted to the Province within six (6) months of completion of the construction contractor achieving Substantial Performance.

D14. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D14.1 The City acknowledges that the schedule for this Contract may be impacted by Supply Chain Disruption. Commencement and progress of the Services shall be performed by the Consultant with due consideration to delivery requirements and schedule identified in the Contract, in close consultation with the Consulting Contract Administrator.
- D14.2 If the Consultant is delayed in the performance of the Services by reason of the Supply Chain Disruption, the Services schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D14.3 A minimum of seven (7) Calendar Days prior to the commencement of Services, the Consultant shall declare whether a Supply Chain Disruption will affect the start date. The Consultant shall provide sufficient evidence that the delay is directly related to a Supply Chain Disruption, including but not limited to evidence related to availability of staff, ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D14.4 For any delay related to Supply Chain Disruption and identified after Services have commenced, the Consultant shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D14.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D14.5 The Services schedule, including the durations identified in the Contract, will be adjusted to reflect delays accepted by the Consulting Contract Administrator.
- D14.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Consulting Contract Administrator, shall be documented in accordance with C8.

MEASUREMENT AND PAYMENT

D15. INVOICES

- D15.1 Further to C11, the Consultant shall submit an invoice for each portion of Work performed. to:
The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204-949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D15.2 Invoices must clearly indicate, as a minimum:
 - (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of work performed;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Consultant's GST registration number.
- D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16. PAYMENT

D16.1 Further to C11.14, the City shall make payments to the Consultant by direct deposit to the Consultant's banking institution, and by no other means. Payments will not be made until the Consultant has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

DISPUTE RESOLUTION

D17. DISPUTE RESOLUTION

- D17.1 If the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator, the Consultant shall act in accordance with the Consulting Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D17.
- D17.2 The entire text of C17.4 is deleted, and amended to read: "Intentionally Deleted"
- D17.3 The entire text of C17.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Consultant must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit their written Appeal Form, in the manner and format set out on the City's Purchasing Website, to the Chief Administrative Officer, and to the Consulting Contract Administrator. The Consultant may not raise any other disputes other than the Disputed Matter in their Appeal Form.
- D17.4 Further to C17, prior to the Consulting Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Consultant disagrees with any opinion, determination, or decision of the Consulting Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Consulting Contract Administrator and the Consultant's equivalent representative to resolve Disputes within the normal course of project dealings between the Consulting Contract Administrator and the Consultant's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Consulting Contract Administrator or the Consultant's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Consultant representative levels:
 - (i) The Consulting Contract Administrator;
 - (ii) Supervisory level between the Consulting Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D17.4.1 Names and positions of Consultant representatives equivalent to the above City position levels shall be determined by the Consultant and communicated to the City at the pre-commencement or kick off meeting.
- D17.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D17.4.3 Both the City and the Consultant agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D17.4.4 If the Dispute is not resolved to the City and Consultant's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D17.4.3, as extended if applicable, has elapsed, the Consulting Contract

Administrator will issue a Final Determination as defined in C1.1(dd), at which point the parties will be governed by the Dispute Resolution process set out in C17.

THIRD PARTY AGREEMENTS

D18. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D18.1 In the event that funding for the Services of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D18.2 Further to D18.1, in the event that the obligations in D18 apply, actual costs legitimately incurred by the Consultant as a direct result of these obligations (“Funding Costs”) shall be determined by the actual cost to the Consultant and not by the valuation method(s) outlined in C8.4. In all other respects Funding Costs will be processed in accordance with Changes in Services under C8.
- D18.3 For the purposes of D18:
- (a) **“Government of Canada”** includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) **“Government of Manitoba”** includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D18.4 Modified Insurance Requirements
- D18.4.1 If not already required under the insurance requirements identified in D11, the Consultant will be required to obtain and maintain professional liability insurance in an amount of no less than one million dollars (\$1,000,000) inclusive per claim. Such policy shall be maintained for at least twenty four (24) months after Total Performance.
- D18.4.2 The Consultant shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D18.4.3 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Services as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days’ prior written notice to the Government of Manitoba in case of insurance cancellation.
- D18.4.4 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D18.5 Indemnification By Consultant
- D18.5.1 In addition to the indemnity obligations outlined in C13 of the General Conditions for Consultant Services, the Consultant agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Consultant or arising from this Contract or the Services, or from the goods or services provided or required to be provided by the Consultant, except those resulting from the negligence of any of the Government of Canada’s or the Government of Manitoba’s Ministers, officers, servants, employees, or agents, as the case may be.
- D18.5.2 The Consultant agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
- (b) any damage to or loss or destruction of property of any person; or
- (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

D18.5.3 in relation to this Contract or the Work.

D18.6 Records Retention and Audits

D18.6.1 The Consultant shall maintain and preserve accurate and complete records in respect of this Contract and the Services, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Services during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.

D18.6.2 In addition to the record keeping and inspection obligations outlined in C7.16 of the General Conditions for Consultant Services, the Consultant shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D18.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D18.7 Other Obligations

D18.7.1 The Consultant consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.

D18.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Consultant, the Consultant represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.

D18.7.3 The Consultant shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Services.

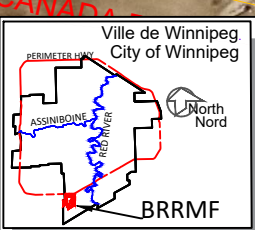
D18.7.4 The Consultant shall properly account for the Services provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

D18.7.5 The Consultant represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.

D18.7.6 The Consultant represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director

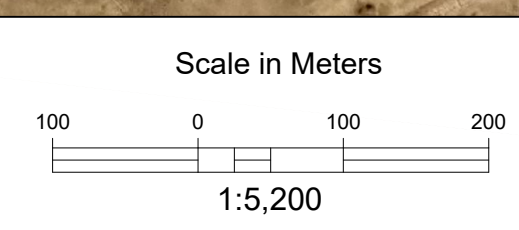
or officer of the Consultant or of a Subconsultant, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Consultant or a Subconsultant concerning the Work.

APPENDIX A – AREA B SITE MAP



LEGEND/LEGENDE

	PROPERTY BOUNDARY
	AREA "B"
	EXISTING & CLOSED CELLS
SITE MAP	
ORTHOPHOTO Date: 2021	



THE CITY OF WINNIPEG
 WATER AND WASTE DEPARTMENT
 SOLID WASTE DIVISION
BRRMF

APPENDIX B – NON DISCLOSURE AGREEMENT

APPENDIX ___ – NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

To register, please complete and return this Non-Disclosure Agreement to:

TO: The City of Winnipeg
Attn: _____
Email: _____

REFERENCE: Bid Opportunity Number _____

TITLE: _____

In consideration of receiving Confidential Information from the City of Winnipeg and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, _____ (the “Confidant”) agrees as follows:

1. Definitions: In this Agreement the following terms shall have the following meanings:

- a) “Agreement” means this agreement.
- b) “Confidant” means the Person named as such above.
- c) “Confidential Information” means any and all information, regardless of form, format or medium (including without limitation visual or oral information), of, related to, concerning, or resulting from, the City, the RFP and/or the Permitted Use, which comes into the possession or knowledge of the Confidant, including, without limitation, the RFP, documents, business information, know how, data, trade secrets, processes, designs, communications, materials, drawings, diagrams, computer programs, concepts, and any and all copies, reproductions, modifications, and derivative works.
- d) “Effective Date” is the day and date last below written.
- e) “City” means The City of Winnipeg.
- f) “Permitted Use” means private evaluation by the Confidant solely for the purpose of preparing a submission(s) to City in response to the RFP, and for no other purpose whatsoever.
- g) “Person” shall be broadly interpreted to include, without limitation, any corporation, partnership, other entity, or individual.
- h) “Third Party” means any Person other than City or Confidant.

2. Access/Use of Confidential Information: Subject to the terms and conditions of this Agreement, Confidant may use the Confidential Information only for the Permitted Use and for no other purpose whatsoever. Confidant acknowledges and agrees that City reserves the full independent right to modify the scope and content of Confidential Information available for access and/or use hereunder at any time and without prior notice.

3. Restrictions: Confidant agrees that:

- a) Confidential Information shall be kept in the strictest confidence without limitation of time, and shall not be disclosed to any Third Party;
- b) Confidant shall restrict access to Confidential Information only to its employees with a need to know to carry out the Permitted Use, and prior to disclosing same, each such employee shall be made aware of the terms and conditions of this Agreement; and
- c) Confidant shall cause all of its applicable employees to observe the terms of this Agreement, and shall be responsible for any breach of the terms of this Agreement by it or any such employee.

- 4. Return of Confidential Information:** The Confidant shall immediately on notice at any time from City return to City, or destroy, any and all Confidential Information in accordance with City's direction.
- 5. Continuing Obligations and Remedies:** The obligations of Confidant under this Agreement shall not terminate but shall continue without limitation of time. Confidant acknowledges and agrees that a breach of any term or condition of this Agreement shall cause irreparable harm to City which cannot be adequately compensated for in damages, and accordingly Confidant agrees that City shall be entitled, in addition to any other remedies available to it, to interlocutory and permanent injunction relief to restrain any anticipated, present or continuing breach of this Agreement.
- 6. No License Granted:** Confidant acknowledges and agrees that all rights in and to Confidential Information are and shall remain the sole property of City, and Confidant agrees that it shall not contest or challenge any of City's rights in or to any Confidential Information. Nothing in this Agreement obligates, or shall be deemed to obligate, City to provide, disclose, or deliver any Confidential Information.
- 7. Enurement:** This Agreement shall be binding and shall enure to the benefit of the parties hereto, and their respective legal representatives, successors and permitted assigns.
- 8. Governing Law and Interpretation:** This Agreement shall be subject to, interpreted, performed and enforced in accordance with the laws of Manitoba and the applicable laws of Canada without regard to Manitoba or Federal Canadian law governing conflicts of law, even if one or more of the parties to this Agreement is resident of or domiciled in any other province or country. Section headings in this Agreement are for the convenience of the parties only, and shall not affect the interpretation of this Agreement.
- 9. Severability:** If any provision in this Agreement is illegal, invalid or unenforceable at law, it shall be deemed to be severed from this Agreement and the remaining provisions shall continue in full force and effect. The parties agree that they shall endeavor to replace any such severed provision with a new provision which achieves substantially the same practical effect and which is valid and enforceable.
- 10. No Waiver:** No waiver of any provision of this Agreement, or a breach thereof, shall be effective unless it is in writing and signed by the party waiving the provision or the breach thereof. No waiver of a breach of this Agreement, whether express or implied, shall constitute a waiver of a subsequent breach thereof.
- 11. Amendments:** No amendment or change or modification of this Agreement shall be valid unless it is in writing and signed by both parties.
- 12. Assignment:** Confidant shall not assign this Agreement without first having obtained the prior written consent of City. No assignment of this Agreement shall operate so as to relieve Confidant from any obligation of this Agreement.
- 13. No Authority:** This Agreement shall not create, nor shall it be deemed to create, the relationship of employer and employee, principal and agent, partnership, or joint venture, between City and Confidant. Confidant has no authority whatsoever to make any representation in respect of, enter any commitment on behalf of, or incur any liability for or on behalf of, City, or to bind or purport to bind City to any Third Party in any way whatsoever.
- 14. Further Acts and Assurances:** Each of the parties shall, from time to time, do all acts and things and execute from time to time all such further documents and assurances as may be necessary to carry out and give effect to the terms and conditions of this Agreement.
- 15. Opportunity to Negotiate:** Both parties have had the opportunity to negotiate, review and comment upon this Agreement, and obtain independent legal advice with respect to the content, meaning, and

legal effect of this Agreement.

18. Counterpart Execution: This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. For greater clarity, a photocopy, facsimile, scan, or other such digital copy of this Agreement shall be deemed a valid and original execution of same.

IN WITNESS WHEREOF, an authorized representative of the Confidant has executed and delivered this Agreement, as of the _____ (day) day of _____ (month), _____ (year) (the “Effective Date”).

Authorized Signature: _____

Print Name: _____

Title: _____

Confidant Contact: _____

Company Name: _____

Contact Name: _____

Title: _____

Telephone: _____ Fax: _____

Email: _____

APPENDIX C - DEFINITION OF PROFESSIONAL CONSULTANT SERVICES (CONSULTING ENGINEERING SERVICES)

APPENDIX C - 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.