



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 299-2012

**REQUEST FOR PROPOSAL FOR A DESIGN - BUILD - OPERATE OF A LANDFILL
GAS PROJECT AT THE BRADY ROAD RESOURCE MANAGEMENT FACILITY**

Proposals shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 REQUEST FOR PROPOSAL FOR A DESIGN - BUILD - OPERATE OF A LANDFILL GAS PROJECT AT THE BRADY ROAD RESOURCE MANAGEMENT FACILITY

B2. HISTORY

- B2.1 The Brady Road Resource Management Facility Landfill (BRRMF) is located in southeast Winnipeg. This area is zoned 'A' Agricultural in the City of Winnipeg Zoning By-Law 200/06. Adjoining land uses include residential to the north and northeast, and agricultural to the east, south and west, with the exception of CBC broadcasting towers on one parcel to the east. The vicinity receives an average of approximately twenty (20) inches (500 mm) of precipitation per year. The BRRMF is a single Class 1 Waste Disposal Ground on approximately 790 hectares of land and refuse placement began in 1973. Waste accepted at the landfill includes commercial and residential waste, and construction/ demolition waste. Refuse is not segregated, one type from another, prior to disposal. Based on present disposal rates, BRRMF has an estimated capacity sufficient to remain in operation at least until 2110.
- B2.2 The objective of this Request for Proposal (RFP) is to identify a responsible Contractor that will provide the greatest benefit to the City of Winnipeg, subject to the continuous operation of the Brady Road Resource Management Facility (BRRMF) and to comply with all applicable regulations. The proposal shall include a mandatory Design, Build, and Operate submission for a LFG collection and flaring system for System A and B with a minimum mandated capacity of 1000 SCFM (1700 m³/hr) of Landfill Gas (LFG).
- B2.3 In 2004 and 2005, a study, including field-testing was completed and the resulting "Investigation of Landfill Gas Opportunities at the City of Winnipeg, Brady Road Landfill Site" report was prepared. A further assessment in 2008 based on this report examined the probable costs for collecting and flaring 1000 SCFM (1700 m³/hr) of the landfill gas. In July 2009, the City obtained an Environment Act license for collecting and flaring 1000 SCFM (1700 m³/hr) of landfill gas at the Brady Landfill Site. All of the above reports are attached.
- B2.4 On April 25, 2012, Council approval was obtained to issue a request for proposals (RFP) for a landfill gas and resource recovery project.
- B2.5 See E2 - Information Reports.

B3. REGISTRATION AND COMMUNICATION

- B3.1 Bidders wishing to gain access to additional information, not available on the City's public website must register with the City. Bidders must complete the non-disclosure agreement, attached as Appendix A, and submit same to the Contract Administrator identified in D4.1.
- B3.2 The City's Designated Representative may, acting reasonably, decline requests for registration.

B4. SUBMISSION DEADLINE

- B4.1 The Submission Deadline is 4:00 p.m. Winnipeg Time, May 29, 2012.
- B4.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B4.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B4.1.

B5. SITE INVESTIGATION

- B5.1 Further to C3.1, the Contract Administrator or an authorized representative will be available at the BRRMF, 1901 Brady Road (South of PTH 100 between Brady Road and Waverley Street) in Winnipeg, Manitoba on May 15, 2012 at 9:30am to provide Bidders access to the Site. NO ACCESS WILL BE ALLOWED ON SITE WITHOUT SUPERVISION.
- B5.2 The Bidder is advised that Site visits at other times will not be provided. There will be ONLY ONE pre-proposal Site visit.
- B5.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.
- B5.4 The City will consider proposals from firms that did not attend this Site visit.

B6. ENQUIRIES

- B6.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B6.2 If the Bidder finds errors, discrepancies or omissions in the proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B6.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B6.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B6.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B6.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B6 unless that response or interpretation is provided by the Contract Administrator in writing.

B7. CONFIDENTIALITY

- B7.1 Information provided to a Bidder by the City or acquired by a Bidder 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 Contract Administrator.
- B7.2 The Bidder 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 Contract Administrator.

B8. ADDENDA

- B8.1 The 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.
- B8.2 The 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.

- B8.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>.
- B8.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B8.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B9. PROJECT PLAN

- B9.1 A mandatory bid on all Sections is required.
- B9.2 Bidders shall submit separate prices for:
- (a) Section One - Landfill Gas Design System A & B ,Construction of System A, Flare equipment costs, Operation of System A, and Maintenance of System A
 - (b) Section Two – Construction of System B header
 - (c) Section Three- Construction of initial System B collection, Operation of System B and Maintenance of System B.

B10. PROPOSAL REQUIREMENTS

- B10.1 A responsive Bidder is one who shall provide the information requested in this RFP. Failure to provide the information requested may result in elimination of the Bidder from consideration.
- B10.2 Proposals
- (a) Are submitted at the Bidder's sole risk and discretion. The City is not responsible for the Bidder's cost of proposal preparation;
 - (b) Received in response to this RFP become the property of the City upon receipt;
 - (c) Will not be opened prior to the submission deadline identified herein.

B11. SUBSTITUTES

- B11.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B11.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B11.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B11.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;

- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B11.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B11.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B11.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B11.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B11.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B23.
- B11.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B11.10 Notwithstanding B11.2 to B11.9 and in accordance with B12.4, deviations to terms and conditions inconsistent with the Proposal document shall be evaluated in accordance with B23.1(a).

B12. PROPOSAL SUBMISSION

- B12.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Technical Proposals (ie General Bidder information, General technical information, Demonstrated technology, all items contained in B15);
 - (d) Analysis of Risk.
- B12.2 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B12.2.1 Bidders should submit one (1) unbound original (marked “original”) and six (6) copies.
- B12.2.2 Technical Proposal (6 copies)
Submit technical proposal including Form B Prices. Label this package:
- Technical Proposal For Development of LFG Project at Brady Road Resource
Management Facility
Bidder’s Name
- B12.3 Bidders are advised not to include any information/literature except as requested in accordance with B12.1.

- B12.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B23.1(a).
- B12.5 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B12.5.1 Samples or other components of the Proposal, which cannot reasonably be enclosed in the envelope, may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B12.6 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B12.7 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B13. PROPOSAL

- B13.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B13.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B13.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B13.2.
- B13.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B13.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his 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.
- B13.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B13.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B14. PRICES

B14.1 The Bidder shall complete Form B: Prices, making all required entries.

B14.2 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B14.2.1 Notwithstanding C12.2.3(c) , prices on Form B: Prices 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.

B14.3 The quantities listed on "Form B: Prices" are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B14.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B15. TECHNICAL PROPOSAL

B15.1 The Bidder shall provide a Technical Proposal, including all information required in B15.

B15.1.1 General Information should include:

- (a) Name and office address of firm;
- (b) Size and office locations of the proposing firm;
- (c) An organizational chart of the Bidder's company showing the relationship of the Project Manager to the company's top management and subcontractors for all phases of the project, including marketing, permitting, engineering, construction, start-up, operations and financing. Name and show the relationship of any partner or affiliate;
- (d) Name, contact information, and full resume of the Project Manager. The Project Manager must be available for discussions and coordination with City staff during the project, as required;
- (e) Other personnel, consultants and contractors that will be working on the project. Include a brief resume of each key person on the organization chart, highlighting specific qualifications relevant to tasks they will perform;
- (f) The Company's Profile, Health and Experience to identify years in business, strength, viability and experience in the application and implementations being proposed including the strength of proposed project team.

B15.1.2 General Information should include:

- (a) Detailed description of the proposed project;
- (b) Provision for future expansion of production capacity;
- (c) Area needed for construction and operation of the proposed facility if different from the area identified in this RFP;
- (d) The number of Bidder's staff that will attend the facility once in operation, and how often they may be on Site;
- (e) What City involvement will be needed to execute the project;
- (f) A project schedule, identifying key benchmarks in construction, especially those which require City and regulatory agency participation;
- (g) A proposed fill plan for Area B (active landfilling area) to optimize landfill gas extraction on all waste 6 months or older.

- (h) A proposed design of the extended leachate collection lines from manholes # 9 and # 30 to collect gas condensate from Contractor's proposed header location.
- (i) What amendment (if any) is required to the existing Environment Act license for this project and/or what additional licensing is required;
- (j) Any other information that the Bidder feels is relevant to the project that is not provided elsewhere.

Demonstrated Technology

B15.1.3 Proposing Demonstrated Technology

- (a) For the purpose of this RFP, "demonstrated technology" is:
 - (i) Technology that has been implemented (in at least four projects) within Canada or the United States;
 - (ii) Each operating at a rate of at least 900 SCFM at 50% methane (or equivalent BTU or GJ input);
 - (iii) Each of these projects shall have been in operation for at least one year prior to the submittal of the proposal, with operation at least 85% of the time (up-time) during that year.
- (b) These projects need not be those of the Bidder.

B15.1.4 Provide the following information to document the proposed demonstrated technology:

- (a) Location of the project and the jurisdiction over the project;
- (b) Project owner contact name and phone number;
- (c) The size of the project (e.g. KWH generation capacity, SCFM, GJ, CNG production capacity);
- (d) The LFG input into the project (SCFM and percent methane) in the year prior to this proposal;
- (e) Percent up-time in the past 12 months and the amount of production if applicable;
- (f) The Bidder shall provide information to document the proposed project stability of operation for a period of no less than (3) three years.

B15.2 Demonstrating Bidders Successful Project History

B15.2.1 The Bidder shall submit information showing a successful project history. Provide the following information to document the successful project history of the Bidder:

- (a) Location of the project, and the jurisdiction over the project;
- (b) Project owner contact name and phone number;
- (c) The size of the project (e.g. gas extraction/ flaring utilization rate)
- (d) The LFG input into the project (SCFM and percent methane) in the year prior to this proposal;
- (e) Percent up-time in the past 12 months and how much product (i.e. kW-hrs, gallons, cubic feet) was produced. The Bidder shall provide information to document the stability of proposing firm that the firm submitting the proposal has been in existence since at least three (3) years.
- (f) The Bidder shall demonstrate a history of:
 - (i) Two (2) projects implemented in Canada or the United States, or at least three (3) projects implemented elsewhere successfully meeting B15.1.3(a)(i) and (a)(iii);
 - (ii) Successful and satisfactory projects using the same technology as proposed for the BRRMF;
 - (iii) These projects shall have been operating at a rate of at least 900 SCFM (1530 m³/hr) at 50% methane (or equivalent BTU input), with at least 85% up-time

during the year prior to submitting the proposal. Calendar year 2012 may also be used for calculating up-time;

- (iv) Successfully maintaining gas extraction in a landfill with high leachate levels.
- (v) Successfully maintaining gas extraction in a landfill with subsurface landfill fires.

(g) These projects must be those of the Bidder.

B15.3 Company's Profile

B15.3.1 The Bidder shall submit the Company's Profile, Health and Experience to identify years in business, strength, viability and experience in the application and implementations being proposed.

B16. ANALYSYS OF RISK

B16.1 The Bidder is to identify any risks additional to the risks inherent in the RFP that are to be assumed by the City.

B16.2 Risks including but not limited to Technological, Financial and Scheduling.

B16.3 Bidder to provide a risk mitigation plan for the identified risks.

B17. QUALIFICATION

B17.1 The Bidder 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 Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- (d) All engineering plans must have the signed and dated seal of an Engineer registered with the Association of Professional Engineers and Geoscientists of the Province of Manitoba.
- (e) The flare for this project must be CSA certified.

B17.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>.

B17.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

B17.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

- B17.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- B17.6 Further to B17.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:
- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)

B18. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B18.1 Proposals will not be opened publicly.
- B18.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>.
- B18.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.
- B18.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

B19. IRREVOCABLE OFFER

- B19.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B19.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B20. WITHDRAWAL OF OFFERS

- B20.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B20.1.1 Notwithstanding C23.3, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B20.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B20.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;

- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B20.1.3(b), declare the Proposal withdrawn.

B20.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B19.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B21. INTERVIEWS

B21.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B22. NEGOTIATIONS

B22.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B22.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B22.3 If, in the course of negotiations pursuant to B22.2 or otherwise, the Bidder 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 Bidder from the Proposal as originally submitted.

B23. EVALUATION OF PROPOSALS

B23.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) Compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation there from: (pass/fail)
- (b) Qualifications of the Bidder and the Subcontractors, if any, pursuant to B14.4 (pass/fail)
- (c) Bid Price; (55%)
- (d) Technical Proposal (30%)
- (e) Analysis of Risk (15%)

B23.2 Further to B23.1(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.

B23.3 Further to B23.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.

B23.4 Further to B23.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices. The City may employ Life Cycle Analysis using Net Present Value analysis of costs reported by the Bidder.

- B23.5 Further to B23.1(d), the Technical Proposal, shall be evaluated based on the information submitted in response to B15.
- B23.6 Further to B23.1(e), Analysis of Risk shall be evaluated based upon information supplied in response to B16. Specific attention will be placed upon Contractor's proposed mitigation plan.
- B23.7 The City shall have the right to award the Contract for the section or sections that are most advantageous to the City.
- B23.8 The City may reject any Proposal submitted by a Bidder who does not demonstrate in its Proposal, in other information required to be submitted, during interviews or in the course of reference checks, this it is responsible and qualified.
- B23.9 This Contract shall be awarded as a whole. The City reserves the right to not award Sections B and/or C.
- B23.10 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B23.1(a) the Proposal will be determined to be non-responsive and will not be further evaluated.
- B23.11 Following the deadline for receipt of proposals, all proposals submitted will be analyzed and reviewed by a review panel consisting of representative(s) to be determined by the City of Winnipeg.

B24. AWARD OF CONTRACT

- B24.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B24.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B24.2.1 Without limiting the generality of B24.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B24.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

- C1.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.
- C1.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm .
- C1.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Construction*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of a Design-Build-Operate (DBO) Landfill Gas (LFG) Project for the destruction of Methane Gas for the period from Contract award date to its anniversary date in 2017, with the option of three (3) mutually agreed upon five (5) year extensions. The prices given on Form B are adjusted for inflation. This will be done beginning on the anniversary date in 2013 according to the following method.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Contract extensions resulting from such negotiations, including any changes, shall become effective on the original contract anniversary date. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 Project completion and flaring/destruction of methane gas shall commence by March 31, 2013. The Contractor will be responsible for coordinating ongoing operations with the City in System B. It is the City's intention to have at a minimum System A completed and operational by March 31, 2013. The City envisions that the entire area of B will be vacated by City landfilling activities no later than January 2022. Provincial approval of the design is estimated to be at or around September 21, 2012. This will serve as a start up date for construction.

D2.3 The City shall adjust the prices in Form B for inflation will be by applying the CPI for Manitoba (For All Goods) according to the monthly rate for June of each adjusted year. An increase is limited to no more than 5% per year. An adjusted year is every year after 2013 throughout each renewal period. A link to the CPI website is <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis01h-eng.htm>. The adjusted price becomes effective in anniversary month of that year.

D2.4 SWD-D-307 depicts the general location of three phase power, and the area of City property dedicated to Contractor's flare, material storage area, construction trailer, and flare control house. The City will provide the three phase 440 Volt and 400 amp service to the location in the drawing. The Contractor is responsible for permitting, connection construction and purchase of the power to operate the flare, and other Contractor's activities during the contract period.

D2.5 Landfill gas from all areas will need to be collected and destroyed by a CSA certified enclosed flare though out the contract period. The City desires that the collection system be constructed so that at no time (due to unanticipated failure, header maintenance, well failures, etc) will less than 80% of the entire existing well field be operational.

D2.6 There exists a perimeter ring of leachate collection headers and manholes outside much of the landfill burial footprint. The City would like the design to incorporate landfill gas condensate collection and discharge to be by gravity into the leachate collection system. Where a leachate collection line is nonexistent or in need of repair, the City will construct such a line. Where such lines are required in the future, the Contractor shall propose a design for acceptance by the City. The two areas depicted in SWD – 0 – 307, have high leachate levels. The City shall require that QED Autopump AP4+ or equivalent pumps be installed in any gas wells to assist in removing perched landfill leachate. The liquid can be discharged into the same perimeter ring.

- D2.7 The City also desires that operational parameters are maintained at all times to ensure that optimal withdrawal of methane and hydrogen sulphide are maintained at the same time that minimal intrusion of oxygen and nitrogen be allowed into the landfill. Landfill fires are to be avoided. Penalties will be assessed based upon circumstances within the Contractor's control. At the same time over-harvesting of methane will be discouraged though penalties so as not to prematurely inhibit methane production. At some point during the contract period a beneficial use may present itself to the Contractor or the City, at which time both parties may benefit financially from it. This scenario is discussed in the Beneficial Use Clause D2.11.
- D2.8 The major components of the Work are as follows:
- (a) Landfill Gas Collection design, (b) Landfill Gas collection header system A & B and flare construction, (c) Operating and maintaining the collection systems.
- D2.8.1 Upon award of contract, Contractor shall have thirty days to deliver to the City a design of a collection and flaring system for both Areas A and B. The design shall incorporate well placement, proposed well depths, header delineation and feeder line locations, flare location, header and well head details. A design that incorporates redundancy as a safeguard is desired. The design shall incorporate methods to ensure that over 80% of envisioned well field withdrawal can be maintained if any line is blocked.
- D2.8.2 System B collection will have to be designed to incorporate the City's fill plan. The City is willing to adjust fill plan according to the most advantageous method to collect landfill gas and reduce odour in System B. The Contractor shall propose this fill plan. The City's monthly volume fills an area approximately 135 m by 135 m by 3 m. The City shall require that a collection system be installed in all waste within six months of burial, to initially harvest and combust hydrogen sulphide to prevent odour.
- D2.8 Landfill Gas Collection Construction
- D2.8.3 The gas collection system shall be sufficiently durable to last 40 years or more in the landfill environment. The well head design and construction shall be prevalent in most US EPA Title V landfills in the US and similar landfills in Canada, allowing for gas flow measuring, gas analysis, and gas withdrawal control.
- D.2.9 Flaring
- D2.8.4 The enclosed flare must be a CSA certified flare. The flare must be sized to allow for collection of all landfill gas in System A and System B throughout the twenty year term. In order to meet the March 31 2013 deadline a used open flare may be used to facilitate the destruction of methane gas until such time as an enclosed flare is permanently installed. Also during construction temporary solar flares may be used on completed wells to mitigate odours. Contractor shall plan on having 15 readily available throughout the contract period to install on newly developed wells or to assist in venting leachate collection and riser lines, as directed by the City. The Contractor shall provide temporary fencing for the installed temporary flares.
- D2.9 Operation and Maintenance
- D2.9.1 The Contractor shall be responsible for all operational and maintenance expenses of the gas collection and flaring system. The Contractor is not responsible for the closed fill areas grading, seeding or mowing. In the active or non active filling areas, if the City damages a part of the gas collection or flaring system the City shall reimburse the Contractor for all reasonable expenses incurred in the repair. If during or due to landfill settlement, storm event, Contractor error, Contractor equipment failure, or other known reasons that the system is not optimal or fails, the Contractor shall remedy the repair to bring the system back to function completely at no additional cost to the City.
- D2.9.2 The City requires that quarterly surface emission monitoring be conducted on System A and System B areas. The monitoring of the surface shall take place with a CES Lantec SEM 500 or equivalent. The unit will be held no more than 10 (ten) cm above the ground surface and in a 30 meter grid over System A and System B areas. If the landfill is snow or ice covered the SEM may be eliminated for that quarter. A report for that event shall be

generated denoting the point readings, weather conditions, wind direction, and any pertinent observations during the sampling event and delivered to the City within 72 hours. All points higher than 500 PPM of methane will be flagged and spatially recorded in System A and System B areas. The landfill point data shall be stored in a site electronic file which will include all observations during the contract period. This electronic file will be delivered to the City within 72 hours of the SEM monitoring. The Contractor will make landfill personnel aware of any high methane greater than 500 PPM or hydrogen sulphide levels (greater than 0.5 PPM) encountered during the monitoring by phone or email immediately after such excursion events.

D2.9.3 The City requires that quarterly well monitoring be conducted in System A and System B areas. The monitoring shall be conducted with a CES Lantec GEM 2000 or equivalent. The parameters tested must be oxygen, methane, nitrogen, pressure and temperature. This data must be kept in a site electronic file for all well head readings during the contract period. Should the Contractor need additional readings to investigate performance problems, verify repairs, or for any other reason these costs shall be included will be compensated within the prices bid for this project.

D2.9.4 The City shall require that an annual report be prepared by December 1 each year which contains the amount of landfill gas flared per year, the amount of leaking landfill gas from the cap per year, the number of hours the flare operated per year, the number of hours it was inoperable per year (and a description of reason for inactivity), a log maintained by the technician conducting test which details the name of individual, instrument used, calibration dates of instruments, raw data from each test, weather conditions encountered during sampling, date and time of sample, flow rate of sample, and concentration of methane, carbon dioxide, temperature, oxygen and carbon monoxide.

D2.10 Beneficial Use Clause

D2.10.1 During the contract period, the City or the Contractor may identify an opportunity to modify the collection and or the flaring which would result in a positive business case for utilization of the gas. The City would first negotiate with the Contractor to develop a positive business case. The City reserves the right to negotiate with other entities to develop a positive business case. If the implementation of the business case for utilization of the gas is approved by the City, the investment in labour and/or equipment, s well as the increased revenue, would be shared by the City and the Contractor according to the negotiated terms.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) **“LFG”** means Landfill Gas;
- (b) **“BTU”** means British Thermal unit;
- (c) **“SCFM”** means standard cubic feet per minute;
- (d) **“m3/hr”** means cubic metres per hour;
- (e) **“BRRMF”** means Brady Road Resource Management Facility;
- (f) **“PPM”** means parts per million;
- (g) **“shall”** means a mandatory requirement which will be evaluated on a pass/fail basis;
- (h) **“should”** means a desirable action or feature which will be evaluated on a relative scale;
- (i) **“site”** means area of systems A&B in SWD-D-307.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Irvin Slike
Solid Waste Project Coordinator

Telephone No. (204) 806-0957
Facsimile No. (204) 774-6729
Email – islike@Winnipeg.ca

- D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

- D5.1 Further to C6, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.
- D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 Further to C5, Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D6.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- D6.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- D6.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

D7. NOTICES

- D7.1 Notwithstanding C23.2.2, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: (204) 949-1174

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 The Contractor 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 Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. SAFE WORK PLAN

- D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least fourteen (14) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D10. INSURANCE

- D10.1 The City of Winnipeg will consider various insurance options to address the innovative nature of response to this RFP. Further details may be negotiated after award based on the proposed submissions.
- D10.2 For clarification, notwithstanding D10.1, the Contractor shall purchase and maintain, or cause to be purchased and maintained the following minimum insurances:
- (a) Commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause (also known as severability of interest), contractual liability and products and completed operations cover, to remain in place at all times over the term of the contract;
 - (b) A broad form property insurance policy, for the full replacement cost insuring all buildings. Policy to include the City's interest as a Loss Payable;
 - (c) An equipment breakdown insurance policy, for the full replacement cost of the facility including all boilers, pressure vessels (fired and unfired), air-conditioning equipment, mechanical and electrical equipment, transformers, electrical switch gears, motors, compressors, refrigeration equipment and miscellaneous electrical apparatus owned or operated by the Contractor; Policy to include the City's interest as a Loss Payable;
 - (d) Automobile liability insurance for owned and non-owned automobiles used for or in connection with the contract in the amount of at least two million dollars (\$2,000,000.00); automobile insurance with stated limits to be retained at all times over the term of the contract; such insurance may be met through the commercial general liability cover where applicable;
 - (e) Contractor's Pollution Liability and/or Environmental Impairment Liability: Five Million Dollars (\$5,000,000) per occurrence , Five Million Dollars (\$ 5,000,000) annual aggregate, inclusive of legal defence costs, with The City of Winnipeg added as an additional insured. This policy shall be structured to cover both sudden & accidental, and gradual exposures resulting over the term of the contract.
 - (f) The Contractor and all Subcontractors engaged by the Contractor in relation to this agreement are responsible for insuring their own equipment and tools used over the term of the contract.
 - (g) During any construction periods that take place throughout the term of the contract the Contractor shall purchase and maintain as appropriate, either:
 - (i) An all risks Installation Floater carrying adequate limits to cover all machinery, equipment, supplies and/or materials intended to enter into and form part of any installation, or;
 - (ii) Builder's Risk insurance (Broad Form) including testing and commissioning, in the amount of one hundred percent (100%) of the total construction costs; written in the name of the Contractor, The City of Winnipeg and all other contractors, sub-contractors, engineering and architectural consultants etcetera, and/or;
 - (iii) Wrap Up Liability insurance in an amount of Five Million Dollars (\$5,000,000) shall be maintained throughout the term of the construction and continue for two (2) years

after Substantial Performance of the work. A Certified copy of the Policy indicating that the City of Winnipeg is added as a Named Insured shall be provided.

- (iv) Any other insurances, carrying suitable limits and deductibles, as may be required to cover the scope of Work.

D10.3 All property policies written on behalf of the Contractor shall contain a waiver of any subrogation right which the Contractors insurers may have against the City and against those for whom the City is, in law, responsible, whether any such damage is caused by the act, omission or fault of the City or by those for whom the City, is, in law, responsible;

D10.4 The Contractor shall purchase and maintain, or cause to be purchased and maintained the following minimum insurances:

(a) 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.
- (ii) The Contractor'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.
- (iii) The Contractor shall require each of its Subcontractors to provide comparable insurance to that set forth under D10.4(a)

D10.5 Deductibles shall be borne by the Contractor.

D10.6 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance for itself and for all of its Subcontractors, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D10.8.

D10.7 The Contractor shall not cancel, or cause any such policy or policies to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10.8 The Contractor shall provide written notice to the City of Winnipeg of any material changes to their policies within thirty (30) days of the change taking effect.

D10.9 The City shall have the right to alter the limits and/or coverage's as reasonably required from time to time during the continuance of this agreement.

D10.10 All Policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba.

D11. PERFORMANCE SECURITY

D11.1 The Contractor shall provide and maintain an initial performance security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1A: Performance Bond Construction), in the amount of fifty percent (50%) of sum of the Construction Costs in Lump Sum amounts in Form B Prices; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2A: Irrevocable Standby Letter of Credit Construction), in the amount of fifty percent (50%) of the Lump Sum amounts in Form B Prices; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Lump Sum amounts in Form B Prices.

- D11.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D11.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site but in no event later than the date specified in C4 for the return of the executed Contract.
- D11.3 The Contractor shall provide and maintain a renewal performance security from the start of operations until two months after the expiration of the Contract in the form of:
- (a) a performance bond (Form H2A: Performance Bond Operations). Each such Renewal Performance Security shall be no less than one (1) year in duration and in the amount of fifty percent (50%) of the value of the sum of the Yearly amounts in Form B: Prices.
 - (i) In addition to the Performance Bond, the Contractor shall provide an irrevocable Standby Letter of Credit issued by a bank or other financial institution registered to conduct business in Manitoba, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifteen percent (15%) of the annual value of the Contract. Failure by the Contractor to maintain performance security shall constitute a default under this Contract entitling the City to all rights and remedies available to it at law, including the right to draw the full proceeds of the Standby Letter of Credit without notice and any such monies may be used as provided in this Contract in the event of default; or
 - (b) an irrevocable Standby Letter of Credit issued by a bank or other financial institution registered to conduct business in Manitoba, in the form attached to these Supplemental Conditions (Form H2B: Irrevocable Standby Letter of Credit Operations), in the amount of fifty percent (50%) of the sum of the Yearly amounts in Form B: Prices; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the annual value of the Contract.
- D11.3.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D11.4 Renewal of Performance Security
- (a) Further to D11.3(a), the Renewal Performance Security shall be provided to the City no later than sixty (60) calendar days prior to the expiry of the Current Performance Security.

D12. DETAILED PRICES

- D12.1 The Contractor shall provide the Contract Administrator with a detailed price breakdown (Form I: Detailed Prices) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in D2.1 for the return of the executed Contract.
- D12.2 The Contractor shall state a price for each item or sub-item of the Work identified on Form I: Detailed Prices. The detailed prices must be consistent with the price(s) provided in the Contractor's Bid. These prices could be used if further expansion the system is warranted.

D13. SUBCONTRACTOR LIST

- D13.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D14. EQUIPMENT LIST

D14.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D15. DETAILED WORK SCHEDULE

D15.1 The Contractor shall provide the Contract Administrator with a detailed work schedule no later than 15 (fifteen) days after notice of award.

D15.2 The detailed work schedule shall consist of the following, and all acceptable to the Administrator:

- (a) a critical path method (C.P.M.) schedule for the Work;
- (b) a Gantt chart for the Work based on the C.P.M. schedule; and
- (c) a daily manpower schedule for the Work

Further to (a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path:

D15.3 Further to D15.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.

D15.4 Further to D15.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

SCHEDULE OF WORK

D16. COMMENCEMENT

D16.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D16.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the performance security specified in D11;
 - (vi) the detailed prices specified in D12;
 - (vii) the Subcontractor list specified in D13;
 - (viii) the equipment list specified in D14;
 - (ix) the detailed work schedule specified in D15.

(b) The Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D16.3 The Contractor shall commence the Work within fourteen (14) Working Days of receipt of the letter of intent.

D16.3.1 If the actual date of award is later than the intended date, the dates specified for Commencement, Critical Stages, Substantial Performance, and Total Performance will be adjusted by the difference between the aforementioned intended and actual dates.

D17. CRITICAL STAGES

- D17.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Project completion and flaring/destruction of methane gas beginning March 31, 2013.

D18. SUBSTANTIAL PERFORMANCE

- D18.1 The Contractor shall achieve Substantial Performance by February 28, 2013. This includes installation and operation of gas collection, installation and operation of flare unit, preliminary demonstration of gas capture and destruction.
- D18.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D18.3 The date on which the Work has been commissioned by the Province as being substantially complete shall be March 31, 2013.

D19. TOTAL PERFORMANCE

- D19.1 The Contractor shall achieve Total Performance by May 31, 2013.
- D19.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D19.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D20. LIQUIDATED DAMAGES

- D20.1 If the Contractor fails to achieve Total Performance at no fault of the City in accordance with the Contract by the day fixed herein for Total Performance, the Contractor shall pay the City an amount equal to any fines incurred due to the delay of the operation of the LFG system.
- D20.2 The amount specified for liquidated damages in D22 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D20.3 If the Contractor fails to achieve the required Landfill Gas collection and flaring upon total completion and operation of the LFG system in accordance with government legislation and D15, the Contractor shall pay to the City an amount equal to cover all fines that the City incurs due to the requirements set forth by government legislation.
- D20.4 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D21. JOB MEETINGS

- D21.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and

one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D21.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

D22. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D22.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D23. SAFETY

D23.1 Further to C6, the Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D23.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D23.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) Adequate sanitation measures are taken and facilities provided with respect to the Work.
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated;

D24. SITE CLEANING

D24.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.

D24.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.

D24.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D25. INSPECTION

D25.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work

required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.

- D25.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D26. DEFICIENCIES

- D26.1 Further to C11, the Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) Progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D26.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D26.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D26.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D26.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

MEASUREMENT AND PAYMENT

D27. PAYMENT

- D27.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D28. CONSTRUCTION PAYMENT SCHEDULE

- D28.1 Further to C12, payment shall be in accordance with the following payment schedule:
- D28.2 Payment shall be pro-rated against the lump sum (LS) Unit Bid Prices based on percentage completion of each of the items of work identified on Form B: Prices.
- D28.3 Consideration will be given by the City for advancing 50% of the flare cost to permit the timely construction and delivery of the flare.
- D28.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D29. OPERATING PAYMENT SCHEDULE

- D29.1 For Section One, Section Two, and Section Three annual line items to be paid monthly based on one-twelfth (1/12) of their annual line item value, commencing upon successful start up.

- D29.1.1 The Contractor shall record and submit to the Contract Administrator daily average flows, equipment and flaring system operation times.
- D29.1.2 The submittal shall be in electronic form, every month for use in measurement for payment purposes as required by the City of Winnipeg, to verify the performance of LFG collection system.
- D29.2 The quantities for which payment will be made to the Contractor are to be based on the Work actually performed and completed by the Contractor as determined by the Contract Administrator.

WARRANTY

D30. WARRANTY

- D30.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.
- D30.2 Notwithstanding C13.2 or D30.1, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if:
- D30.2.1 A portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

FORM H1A: PERFORMANCE BOND CONSTRUCTION
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____.)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

RFP NO. 299-2012

REQUEST FOR PROPOSAL FOR A DESIGN - BUILD - OPERATE OF A LANDFILL GAS PROJECT AT THE BRADY ROAD RESOURCE MANAGEMENT FACILITY

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2A: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY CONSTRUCTION)**
(See D11)

(Date)

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY – RFP NO. 299-2012

REQUEST FOR PROPOSAL FOR A DESIGN - BUILD - OPERATE OF A LANDFILL GAS
PROJECT AT THE BRADY ROAD RESOURCE MANAGEMENT FACILITY

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding
in the aggregate

Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

FORM I: DETAILED PRICES
(See D12)

**REQUEST FOR PROPOSAL FOR A DESIGN - BUILD - OPERATE OF A LANDFILL GAS PROJECT AT THE
BRADY ROAD RESOURCE MANAGEMENT FACILITY**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.	Mobilization and Demobilization		LS			
2.	Surveying and development of As-Builts		LS			
3.	Vertical extraction wells including drilling, well casing,backfill,bentonite seal, and fittings		\$/meter			
4.	Vertical extraction well head including flex hose,adaptors,clamps,backfill, and monitoring ports		LS			
5.	Horizontal gas collection line, including ____diameter perforated HPDE pipe, gas collection media, geofabric wrap, backfill and fittings		\$/meter			
6.	LFG pipe anchors		LS			
7.	Gas extraction ____inch HPDE Header Line, including excavation, welding,placement,backfill and grading		\$/meter			
8.	Bench road crossing header line		LS			
9.	Hydroseed		\$/square meter			
10.	Installation of ____ diameter HPDE Condensate drain lines		\$/meter			
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						
21.						

FORM H1B: PERFORMANCE BOND OPERATIONS
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____.)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

RFP NO. 299-2012

REQUEST FOR PROPOSAL FOR A DESIGN - BUILD - OPERATE OF A LANDFILL GAS PROJECT AT
THE BRADY ROAD RESOURCE MANAGEMENT FACILITY

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2B: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY OPERATIONS)**
(See D11)

(Date)

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY – RFP NO. 299-2012

REQUEST FOR PROPOSAL FOR A DESIGN - BUILD - OPERATE OF A LANDFILL GAS
PROJECT AT THE BRADY ROAD RESOURCE MANAGEMENT FACILITY

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding
in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 The City of Winnipeg Standard Construction Specifications is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at: <http://www.winnipeg.ca/matmgt/Spec/Default.stm>.
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over The City of *Winnipeg Standard Construction Specifications*.
- E1.3 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
SWD-D-306	Cover Sheet - Brady Road Landfill Location Plan
SWD-D-307	Land Use Plan – Areas of Landfill and Areas Available For Use Topographic Map Construction Phases – Final Refuse Projections to Elevation 262.0

<u>Information Drawings</u>	<u>Drawing Name/Title</u>
SWD-D-338	Leachate Collection System – General Plan

E2. INFORMATION REPORTS

- E2.1 Further to C3.1, of the General Conditions, investigations have been done in the vicinity of the proposed works to determine the character of the subsurface to facilitate the design of the Work. The information is considered accurate at the locations indicated and at the time of the investigation. However, considerable variations in conditions may exist between test holes and information provided in the reports.
- E2.2 Bidders are responsible for any interpretation they place on the supplied information and are expected to make such additional investigation of the Site as they feel necessary to satisfy themselves.
- E2.3 The following information will be provided in accordance with B3.1:
- Environmental Act License 2890 – Notice of Alteration;
 - Definition of General Site Leachate Conditions Final Report;
 - LFG Funding Agreement – signed by CAO;
 - Investigation of Landfill Gas Opportunities at the City of Winnipeg Brady Road Landfill Site;
 - Updated Capital and Engineering Services Option of Probable Cost Landfill Gas Collection System at the Brady Road Landfill Site;
 - Historic Refuse Disposal Data 2003 to Present;
 - Brady Road Individual Leachate Collection Systems.
 - Fire Considerations Re: Upcoming Landfill Gas Project;
 - Winnipeg Residential Waste Composition Study 2009;

(j) City of Winnipeg – Brady Road Landfill – Landfill Tonnage – 2012-present;

E2.3.1 A drawing of the Brady Road Landfill Active Landfill Areas is available in AutoCAD .dwg format from the Contract Administrator on request.

E2.4 Historic waste quantity data up to 2003 is included in the report identified in E2.3(f).

E3. LAND USE

E3.1 The City currently has 790 hectares of land at the BRRMF, with approximately 100 hectares currently being utilized.

E3.2 Drawing SWD-D--306 identifies:

- (a) the land available for use;
- (b) LFG extraction and recovery boundaries;

E3.3 Active areas within the landfill.

E3.4 The City of Winnipeg can provide certain lands for project use as identified in E3.

E3.5 If the Contractor requires lands not shown as available on drawing SWD-D-306, the Contractor may enter into negotiations with The City of Winnipeg.

E4. CONSTRUCTION SEQUENCE

E4.1 Drawing SWD-D-307 identifies the areas at the BRRMF of the LFG systems.

E4.2 The completed capped areas will consist of approximately 1.0 m of a clay finish.

- (a) System A will be a non-active area of the BRRMF by August 2012, with approximately 1.0m of clay cap. Final capping will be completed by August 31, 2012.
- (b) System B is currently an active site of the BRRMF with on going garbage disposal, with completion being estimated in 2022.

E4.3 The City cannot control circumstances beyond its control; i.e. weather. The City and successful Contactor may enter into negotiations for an appropriate time extension if required.

E5. PERMITS AND REGULATORY AGENCIES

E5.1 The City of Winnipeg Brady Road Sanitary Landfill has been operating since 1973. Its operations are not presently licensed under the Manitoba Environment Act, although its operations have been permitted since October, 1993. However, the Province has mandated that a proposal for licensing of BRRMF under The Environment Act. A Proposal was filed in 2011 and is currently under review by the Province.

E5.2 In 2008, in anticipation of the BRRMF being required to abate methane emissions as the result of regulations being developed under The Climate Change and Emissions Reduction Act, the City applied for a license for operating a landfill gas collection and flare system. The Province has issued Environment Act license #2890R for the collection and flaring of landfill gas and it is anticipated that this license may be incorporated into the overall license for operation of the BRRMF.

E5.3 The City of Winnipeg shall be responsible for any regulatory compliance LFG system modifications required that are not included in this Request for Proposal.

E5.4 The Contractor must meet all requirements in the Environment Act License for this project except for conditions 7 and 21 which shall be the City's responsibility.

E5.5 According to the Environment Act License #2890R conditions 9 to 12, and any requirements under the Climate Change and Emissions Reductions Act, approval from the Province prior to funding and commencing construction of the proposed LFG system is required.

- (a) Approvals - Unless otherwise indicated, the Contractor shall be responsible for all costs associated with obtaining any approvals, easements, and rights-of-way required to complete the project.

E6. LANDFILL GAS COLLECTION, FLARING

E6.1 This section shall cover Systems A and B.

E6.2 Requirements:

- (a) Prospective Bidders are responsible for having full knowledge of this project and all issues affecting it;
- (b) Project to include Design, Build, Operate and Maintain a LFG collection and flaring system with the objective of achieving a minimum 1000 SCFM (1700 m³/hr) of LFG flaring capacity;
- (c) An enclosed type of flare must be utilized capable of achieving 100% combustion of all the methane in the LFG collected, and reduction of non-methane organic compound emissions in the LFG collected by 98%;
- (d) The blower used to extract the LFG will be housed in an insulated/sound proofed enclosed structure to restrict noise;
- (e) Condensate collected within the LFG system piping shall be collected and disposed of as landfill leachate as approved by the Contract Administrator;
- (f) No storage of gasoline or associated products is permitted;
- (g) Landfill operational requirements take precedence over collection and flaring requirements;
- (h) City does not warrant quality and quantity of landfill gas nor does the City warrant the quantity or composition of waste received at the Brady Road Landfill;
- (i) Contractor is responsible for any environmental impairment or other damages arising from implementation and operation of its system(s) and any fines levelled against the City from any such events;
- (j) Disposition of Contractor's equipment in case of termination of the Contract or abandonment of the project by the Contractor shall become the property of the City of Winnipeg.
- (k) Access to BRRMF for the duration of the Contract will be outlined with the successful Bidder.
- (l) The Contractor will maintain the drainage paths within the project area except as approved by the City.
- (m) The location of new pipes or collectors shall not interfere with landfill operations or future landfill development, and are subject to City approval.
- (n) The Contractor shall be responsible to submit all documentation including provincial requirements.

E6.3 Operation and Maintenance

- (a) The Contractor shall operate, maintain and monitor and submit records on the LFG collection system, and the flare and utilization (if applicable) system, so as to maximize the amount of gas being extracted and combusted, while preventing overdraw that can cause fires or damage the gas collection system or landfill, all in accordance with environmental license # 2890R and all applicable regulations.
- (b) The Contractor will operate the LFG collection system and will maintain all flaring equipment in accordance with the manufacturer's recommended maintenance schedule and good maintenance practices. Except for maintenance the flaring system must be in

continuous operation and any disruptions must not last more than seventy two (72) hours. Any downtime greater than 72 hours will be considered a non compliance of the Contract and will be assessed a deduction of $1/365^{\text{th}}$ of the Annual Operating cost times the number of days beyond the 72 hour threshold.

- (c) The Contractor will modify LFG well adjustment criteria at the request of the City if such adjustments do not impede or conflict with the objective of methane destruction or if such adjustments are needed to comply with applicable regulations or license requirements.

- E6.3.1 In addition to the reports required in the Environment Act License for this project, The Contractor will submit to the City monthly reports in electronic format that identify:
 - (a) Methane, carbon dioxide and oxygen content, temperature, and applied vacuum both before and after adjustment at each well.
 - (b) Methane, carbon dioxide and oxygen content, carbon monoxide content, and flow rate and methane content delivered to the flare. Carbon monoxide measurements will be used as indication of subsurface fire.
 - (c) Other information as can be reasonably requested to verify that the conditions of the contract are being fulfilled.
 - (d) Further, the Contractor shall keep and make available to the City any records required by regulatory agencies.
- E6.3.2 Notwithstanding the above, the Contractor is responsible for fires in the landfill caused by the operation of the LFG system. Responsibility includes the cost to extinguish the fire, cost to repair and restore the LFG system, fines leveled against the City resulting from such a fire.
- E6.3.3 Noise – The Contractor shall provide noise containment as needed to reduce the noise from the equipment installed by the Contractor in accordance with the license.
- E6.3.4 Odour – The Contractor shall control odours related to the landfill gas system in accordance with the license.
- E6.3.5 The Contractor shall be responsible for the cost of third party verification of monitoring as may be required by the City of Winnipeg or the regulator.
- E6.4 Measurement and Payment
 - E6.4.1 The Contractor shall record and submit to the Contract Administrator daily average flows, equipment and flaring system operation times.
 - E6.4.2 The submittal shall be in electronic form, every month for use in measurement for payment purposes as required by the City of Winnipeg, to verify the performance of LFG collection system.
 - E6.4.3 Payment to the Contractor will be based on Form B, and B14 Prices,
 - E6.4.4 Payments will begin upon successful start up of Systems as identified in B14.

-

APPENDIX A - NON-DISCLOSURE AGREEMENT

To register, please complete and return this (NDA) by Fax: (204) 774 6729
or by email (pdf format) to: lslike@winnipeg.ca

TO: The City of Winnipeg
Attn: Irvin Slike
Process Coordinator

REFERENCE: RFP 299-2012
Request for Proposal for a Landfill Gas and Resource Recovery Project
at the Brady Road Landfill

NON-DISCLOSURE AGREEMENT (NDA)

In consideration of receiving information from the City of Winnipeg, (the "City") related to the City's Landfill Gas and Resource Recovery Project at the Brady Road Landfill Project **RFP 299-2012**,
_____ (company name of the Recipient) agrees as follows:

1. The Recipient acknowledges that their employees or representatives or Team Members may receive information pertaining to certain trade secrets and confidential information of the City, its consultants, contractors, suppliers or residents (the "Information"). Information includes the additional information listed in E2.4 of RFP No. 299-2012 and made available to Registered Parties through an FTP site, and includes but is not limited to, any of the following:
 - (i) Drawings, reports, previous tenders and specifications and conceptual design information related to the Landfill Gas and Resource Recovery Project at the Brady Road Landfill;
 - (ii) compilations of data, information, or other documents concerning business, methods, practices, and strategies;
 - (iii) information deemed sensitive or private under the laws of Manitoba;
 - (iv) information about residents of the City;
 - (v) confidential, proprietary or trade secret information submitted by suppliers, consultants or contractors to the City for study, evaluation or use; and
 - (vi) any other information not generally known to the public (including but not limited to information about operations, products or services) which, if misused or disclosed, could adversely affect the reputation and/or business of the City.
2. The Recipient shall use the Confidential Information solely and exclusively for the purpose of preparing a Proposal submission in response to RFP 299-2012. The Recipient recognizes that disclosure of the Information to any unauthorized person may expose the City to substantial and irreparable harm, and agrees that, except as directed by the City, they will not at any time disclose any information to any person or permit any person to examine and/or make copies of any documents which contain or are derived from the Information, except to those officers, directors, employees and consultants who need to know such information in order to carry out the above stated purpose, and who agree to abide by the terms of this Non-Disclosure Agreement.
3. The Recipient agrees that upon request by the City, the Recipient shall turn over to the City all documents, papers or other material in his/her possession or under his/her control which may contain or be derived from the Information, together with all documents, notes or other work product which is connected with or derived from the Recipient's interest in the City, whether or not such material is at the date hereof in the Recipient's possession.
4. The Recipient acknowledges that disclosure of any Information will give rise to irreparable injury to the City, inadequately compensable by damages. Accordingly, the City may seek and obtain injunctive relief against the Recipient for any breach or threatened breach of this Agreement, in addition to any other legal remedies which may be available.

5. The provisions of this Agreement shall survive indefinitely and shall be enforceable notwithstanding the existence of any claim or cause of action by either party against the other.
6. This Agreement shall be enforceable in and construed in accordance with the laws of the Province of Manitoba, Canada.
7. This Agreement, RFP 299-2012, contain the entire agreement of the parties relating to the Information. This Agreement may be modified only by an instrument in writing signed by both parties hereto.

IN WITNESS WHEREOF, an authorized representative of the Recipient has executed and delivered this Agreement, as of the _____ day of _____ 2012.

Authorized Signature _____

Print Name: _____

Title: _____

Registered Party Contact:

Company Name: _____

Contact Name: _____

Title: _____

Telephone: _____ Fax: _____

Email: _____

FTP access information (please check one):

Please email the FTP access information to the above contact

Please email the FTP access information to:

