



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 143-2013

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR DESIGN
AND CONTRACT ADMINISTRATION OF TWO (2) COMMUNITY RESOURCE RECOVERY
CENTRES(CRRCS) IN WINNIPEG**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR DESIGN AND CONTRACT ADMINISTRATION OF TWO (2) COMMUNITY RESOURCE RECOVERY CENTRES(CRRCS) IN WINNIPEG

B1.3

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 17, 2013.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 The Project Manager or an authorized representative will conduct a Site Investigation tour of the Brady and Pacific Sites on:

(a) Thursday, May 2, 2013; 9:00 AM beginning at Pacific Site.

B3.1.1 Proponents are requested to register for the Site Investigation by contacting the Project Manager identified in D2.

B3.2 Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Proponents attend.

B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Site Investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Project Manager in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Project Manager identified in D2.

B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.

B4.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B4.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

B5. CONFIDENTIALITY

B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B6. ADDENDA

B6.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B6.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.2.2 The Bidder is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. PROPOSAL SUBMISSION

B7.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal (Section A) in accordance with B8;
- (b) Fees (Section B) in accordance with B9;

B7.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Key Personnel (Section C) in accordance with B10;
- (b) Technical Proposal (Section D), in accordance with B11;
- (c) Management Proposal (Section E) in accordance with B12; and
- (d) Project Schedule (Section F) in accordance with B13.

B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

- B7.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

- B8.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;

- (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

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

B9. FEES (SECTION B)

B9.1 The Proposal shall include a Fixed Fee for all disciplines, identified and necessary, for each cope of Service phase of the Project, which include:

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

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

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

B9.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B9.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

B9.5 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND KEY PERSONNEL (SECTION C)

B10.1 Proposals should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Sub-Consultants.

B10.2 Proposals should include details demonstrating the Proponents and Sub-Consultants experience relating to the scope of work identified for this project.

B10.3 Submit the experience and qualifications of the Key Personnel assigned to the Project. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer. Proponent should also include details of experience and expertise in green building and integrated design.

B10.4 Roles of each of the key participants in the Project should be identified in the organizational chart referred to in B11.2(c).

B11. TECHNICAL PROPOSAL (SECTION D)

B11.1 The Technical Proposal should address the deliverables and associated task requirements required by the Scope of work. It should clearly identify and explain work activities and identify all assumptions and interpretations.

B11.2 The Technical Proposal should describe:

- (a) the Proponents understanding of the Project;
- (b) the Proponents approach and methodology to complete the work;
- (c) innovation, such as green building and incorporation of reused and recycled materials into design;
- (d) any activities and services to be provided by the City;
- (e) the deliverables of the Project.

B11.2.1 The City wishes to lead by example on this project. Recycling is a two part process; it requires collection of materials to be recycled along with the creation and sale of goods containing reused and recycled materials. The City intends to incorporate reused or recycled materials in the construction of these facilities and the proponent should propose any innovations they plan to implement towards this goal.

B12. MANAGEMENT PROPOSAL (SECTION E)

B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B12.2 Methodology should identify:

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

B13. PROJECT SCHEDULE (SECTION F)

B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B14. QUALIFICATION

B14.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;

- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.

B14.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B14.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B14.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B14.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

B15. ELIGIBILITY

B15.1 Various organizations provided investigative services with respect to this Project. In the City's opinion, this relationship or association does not create a conflict of interest or will not likely create a perception of conflict of interest because of this full disclosure and related information. The organizations are:

- (a) Stantec Consulting Inc.
- (b) HDR Inc.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.

B16.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

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

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

B18.1 A Proponent may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B18.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B19. INTERVIEWS

B19.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

B20. NEGOTIATIONS

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B10: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Key Personnel; (Section C) 40%
- (e) Technical Proposal; (Section D) 10%
- (f) Management Proposal (Section E) 5%
- (g) Project Schedule. (Section F) 5%

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B21.4 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.

B21.5 Further to B21.1(d), Experience of Proponent and Key Personnel will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.

B21.6 Further to B21.1(e), Technical Proposal will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.

B21.7 Further to B21.1(f), Management Proposal will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.

B21.8 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.

B21.9 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.

B22. AWARD OF CONTRACT

B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Services;
- (b) the prices are materially in excess of the prices received for similar services in the past;
- (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.
- B22.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B22.6 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is: Stacy Cournoyer, P. Eng

Email: scournoyer@winnipeg.ca

Telephone No. 204 986-2142

Facsimile No. 204 986-5345

D2.2 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

D2.3 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D2.4 Proposal Submissions must be submitted to the address in B7.10

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "BRRMF" means the Brady Road Resource Management Facility, formerly know as the Brady Road Landfill or simply the city dump.
- (b) "CRRC" means Community Resource Recovery Centre, a site open to the public which receives all manner of materials residential customer wish to dispose with a focus on source separation and diversion.
- (c) "TCPL" means TransCanada Pipeline Limited, or TransCanada Pipeline depending on context.

D4. BACKGROUND

D4.1 In 2011 Stantec Inc. delivered their final report for the Comprehensive Integrated Waste Management Plan (CIWMP). This plan recommends the creation of up to four Community Resource Recovery Centres (CRRCs) across Winnipeg. In December 2012 the City announced its intention to go ahead with construction of four facilities to be built by 2014. Funding for two sites is included in the 2013 budget, with forecast funding for the additional two sites in the 2014 Forecast.

Sites for the first two centres will be the BRRMF and Pacific Avenue. The 3rd and 4th sites are undecided with a target to finalize sites by no later than December 2013. The initial two sites will be required to handle all residential loads until the 3rd and 4th sites come online.

The CIWMP report is publically available here:

<http://garbage.speakupwinnipeg.com/files/2011/09/CIWMP-FINAL-REPORT.pdf>

D5. SCOPE OF SERVICES

D5.1 The Services required under this Contract shall consist of the planning, design and contract administration of two (2) CRRCs, with a total project budget of \$7,200,000.00

D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.

D6.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.

D6.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;

- (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D6.4 A Consultant who violates any provision of D6 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D8. INSURANCE

D8.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.

D8.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

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

Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;

- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

- D8.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.
- D8.3 The policies required in D8.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D8.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D8.2(a).
- D8.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D8.10.
- D8.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D8.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D8.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.
- D8.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D8.8.
- D8.10 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D9. COMMENCEMENT

- D9.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D9.2 The Consultant shall not commence any Services until:
 - (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the insurance specified in D8;

- (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D10. CRITICAL STAGES

D10.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:

- (a) Brady site opening day - July, 2014
- (b) Pacific site opening day – August, 2014

PART E - SCOPE OF SERVICES

E1. DESIGN SERVICES

E1.1 Orientation Meeting

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

E1.2 General

- (a) These Terms of Reference are supplemental to the Standard Terms and Conditions of Consultant Services and the "Definition of Standard Consulting Engineering Services" required by the City of Winnipeg.
- (b) The consulting services described herein will be provided for the Water and Waste Department (the Department).

E1.3 Design Services – General

- (a) All required technical specifications complete with Form B: Unit Prices, to be included with the Bid Opportunity documents and construction drawings package.
- (b) A pre-tender estimate must be provided to the Department's contact person for review at least fifteen (15) calendar days prior to tendering. The project shall not be tendered without this review.
- (c) Construction drawings are to have a Department drawing number assigned before the work is tendered. Drawing numbers shall be requested from the Department's contact person.
- (d) Review and approval of shop drawings submitted by the Contractor and/or Supplier(s).
- (e) Digital files of the construction drawings shall be provided to the Department's contact person when the work is tendered.
- (f) Provision of appropriate response to bidders and advice to the Department during the period of tender call and, subject to acceptance by the Department, issuing addenda to the Bid Opportunity documents.
- (g) Review Bid submissions for completeness and prepare Bid submission tabulation.
- (h) If required, arrange for a pre-award meeting(s) with the Department and the lowest qualified Bidder for which the purpose is:
 - (i) To establish that the Contractor has received all addenda.
 - (ii) To ascertain that the Contractor understands the scope of work in the Bid Opportunity.
 - (iii) To determine that the Contractor is capable of meeting the obligations of the detailed in the Bid Opportunity.
 - (iv) To secure advisement by the Contractor of intended methods, materials, stages, timelines or sequences of the Contract that are of interest to the Department.
 - (v) To afford the opportunity for each participant to fulfil the obligation of disclosing any known obstacle(s) to the conduct of the Contract, or of any expectation of significant revision thereof, if known at that time.
- (i) Preparation of a report containing recommendation regarding award of contract and identifying reasons thereof, including identifying and explaining any variations in cost from the original engineer's estimate to the submitted Contract cost.
- (j) Provide the Contractor with assistance in obtaining any required permits necessary for the commencement of construction.
- (k) Coordinate with the Contractor, the Department and other relevant parties any commissioning activities required before any components of the Community Resource Recovery Centres can be put into active service.

- (l) Services related to the design, implementation and certification of LEED® (Leadership in Energy and Environmental Design) Certification at the Silver level or better; or Green Globes Design™ at the 3 Globes level or better.
- (m) Deliver improved energy performance and be certified by the Manitoba Hydro Power Smart New Buildings Program;
- (n) Utilize life-cycle costing to ensure maximum value of projected capital and operating costs & savings in financial decision-making and reporting.
- (o) Complete all required permitting including, but not limited to, Waste Disposal Ground permit and Development permit for Pacific Ave. Site.
- (p) Complete any required submittals under the BRRMF licenses related to the creation of the CRRC to Manitoba Conservation.
- (q) Design of sites should consider the City's intention to open two additional CRRCs (for a total of 4 city wide) within approximately 12 months of the opening of the sites being designed under this Bid Opportunity. Traffic is expected to be initially higher with visits at the Pacific Ave. and Brady Rd. sites dropping following the opening of sites 3 and 4.

E1.4 Design Services – Engineering

- (a) Site Survey
 - (i) Perform preliminary topography survey as required.
 - (ii) An easement at the Pacific Avenue site exists for Burlington Northern Santa Fe railway access to property south and east of the Pacific Avenue site.
 - (iii) An easement exists on north side of the Brady Road site for the TCPL natural gas pipeline which will require a crossing agreement if road access crossing the line is proposed.
 - (iv) Drawings of the site location and boundaries can be found in Appendix B.
- (b) Traffic Management
 - (i) Assess whether traffic into the BRRMF scale or CRRC will interfere with each other. Consult with City of Winnipeg Traffic Studies Engineer or Solid Waste Services regarding traffic counts into site.
 - (ii) Design appropriate solution for BRRMF scale access road and CRRC, if required as a result of the traffic assessment, such as additional lanes, intersection improvements and other comparable geometric changes to the roads leading to the CRRC and scales to prevent interference between facilities.
 - (iii) Any road reconfiguration or realignment should take place within the City limits and not extend into the R.M. of MacDonald.
 - (iv) Design operations service roads connecting CRRC to the rest of BRRMF for trucks and equipment used to haul commodities managed at other locations within the BRRMF (glass, brush, clean wood).
- (c) Geotechnical Investigation
 - (i) Perform or coordinate geotechnical analysis to determine site soil conditions and to confirm Brady Road CRRC is constructed a safe distance from buried wastes.
- (d) Facility Road and Parking Design
 - (i) Design facility roads adhering to the following:
 - (i) Appropriate geometric standards set by the Transportation Association of Canada (TAC);
 - (ii) City of Winnipeg's Transportation Standards Manual;
 - (iii) City of Winnipeg's Accessibility Design Standards
 - (ii) Facility roads are to be asphalt with appropriate subgrade compaction, geotextile, base, and sub-base materials.
 - (iii) Provide a recommendation on strategic use of concrete in high wear areas such as pads under roll-off containers.

- (iv) Design staff and visitor parking. Staff parking to include provision of block heater outlets.
- (e) Facility design:
 - (i) Design of operational staff spaces including a scale house/office space. Provide recommendations for provision of additional spaces required under Provincial law or collective bargaining agreements.
 - (ii) Provide a recommendation on the sizes and quantities of roll-off bins and bunkers along with appropriate grade separation. Commodities to be accepted upon opening and those to be accepted within 5 years are listed in Appendix A
 - (iii) The city presently owns 60 automated side load containers, suitable for collection of Blue Box recyclable materials. The consultant should provide a recommendation on the potential re-use of these containers within the CRRCs.
 - (iv) Provide an expansion/evolution plan for each both sites with space allowance for future commodities.
 - (v) Provide a staffing estimate and Operational Budget estimates associated with the design. Where design options are proposed provide estimates of staffing and cost implications of each design option.
- (f) Municipal Services Design
 - (i) Assess the need for municipal services including wastewater sewer and water services at each site. BRRMF currently uses water tankers and cisterns.
 - (ii) If required, design required wastewater and water services for facility or recommend alternatives.
 - (iii) Investigate and provide recommendation on rain water capture for toilet and urinal flushing, landscape irrigation and facility wash down.
 - (iv) Designs should adhere to the following:
 - (i) City of Winnipeg Water Estimation and Design Guidelines;
- (g) Surface Water Management
 - (i) Assess and design surface water management plan for CRRc sites. Surface Water Management Plan for Brady Road Resource Management Facility should be considered in design. Management plan information shall be provided by Department representative. The design must respect all TCPL crossing agreements and design guidelines.
- (h) Electrical
 - (i) 3-phase electrical will be required for the CRRc facilities.
Design exterior lighting to meet night operational requirements for CRRc sites.
- (i) Radio Active Materials detection
 - (i) Recommend suitable radioactive material detectors for both CRRc sites.
Recommend suitable radioactive material detectors for main BRRMF scales.
- (j) Weight Scales
 - (i) Recommend type and specifications for scale(s) suitable for Pacific Ave. facility requirements.
 - (ii) Assess and recommend whether dedicated weight scales are required at the Brady Rd. facility or whether the existing weight scales for the BRRMF main scales are sufficient. If dedicated scales are required, recommend type and specifications for scale suitable for Brady site facility requirements.
Loads of waste for which no diversion potential exists, must be scaled.
- (k) Telecommunications
 - (i) Connection for the scale houses meeting Information Systems and Technology Division requirements. Representatives of the department shall provide detailed requirements during the design stage.
- (l) Re-Use Centre

- (i) A Re-Use Centre is being considered for the site. This would be a permanent structure with drive-through drop-off to accept materials such as reusable building materials, appliances, and other household goods.
 - (ii) Design of re-use centre including consideration of lighting and electrical, HVAC, drainage, doors, etc.
 - (iii) The re-use centre may be combined with the other buildings on site such as eWaste and HHW storage, scale house/office, and equipment shed.
- (m) E-waste and HHW Storage Building
 - (i) A covered area for the storage of a minimum of one 53' trailer load of electronic waste and 1 53' trailer load of hazardous wastes.
 - (ii) Design of any required fire protection, spill containment or other required safety features.
- (n) Pacific equipment garage
 - (i) An equipment garage for storage of a front-end loader, small equipment and tools.
 - (ii) The garage must be suitable for storage of diesel equipment in all seasons.
- (o) Stationary compaction and onsite processing
 - (i) Assess the need for compaction capability at each site and provide recommendation.
 - (ii) Assess the needs for onsite processing of commodities and provide recommendations for volume reduction, for example; chipping wood and brush, breaking glass, etc.
- (p) Litter control
 - (i) Design of litter control devices including, but not limited to, fences and wind breaks to minimize blown litter. Litter control should conform to industry best practices and achieve performance requirements of the BRRMF license.
- (q) Pest and vector control
 - (i) Assess the need for pest and vector control at each site and provide designs and recommendations for management, if required.
- (r) Site Security
 - (i) Assess the need and recommend security requirements for site and CRRC facility.
 - (ii) Site perimeter fencing around the Pacific site; fencing is not required at the Brady site.
 - (iii) Recommend and integrate into the design a security camera system with low light capability, capable of monitoring drop off areas to allow enforcement of diversion goals and track sources of contamination. Must be capable of resolving license numbers when arriving or leaving site so that problem users can be traced back to the vehicle in which they accessed the site.
- (s) Use of Recycled Materials for Construction
 - (i) Where possible, the use of recycled materials should be considered in the design of the CRRC facility, such as recycled glass, concrete, shingles, tires, plastics and wood.
- (t) Landscaping
 - (i) Recommend and design suitable landscaping for site.
 - (ii) Landscaping plan for CRRC should incorporate low maintenance, native, drought tolerant vegetation, such as wild flowers, prairie grasses, and other comparable species.
 - (iii) Design for a vegetated educational area for demonstrations of backyard composting, grass cycling, leaf cycling, staging facility tours, and other public outreach and educational activities.
 - (iv) Consideration should be made for discouraging vermin and nuisance birds.
- (u) All building code requirements and bylaws to be satisfied.

E1.5 Construction Drawings

- (a) All drawings are to be drawn in accordance with The City of Winnipeg Manual for Production of Construction Drawings and Departmental requirements.
- (b) Construction Drawings are to be prepared by the Consultant and will be included by the Bid Opportunity Documents. Provide digital PDF's of the Construction Drawings to be posted on the City of Winnipeg web site for the bidding period.
- (c) The Department will provide drawings for the process piping design, including pumps and pump motor layout inside the station. The Consultant will include these drawings into the drawing set developed for this project during the bidding period.
- (d) The Department's contact person will provide drawing numbers for the construction drawings prepared by the Consultant.

E2. CONTRACT ADMINISTRATION SERVICES

E2.1 Non-Resident Services

- (a) Personnel with demonstrated experience in the design and contract administration of the mechanical, electrical, structural, and civil components of the Works are to be assigned to this project.
- (b) Consult with and advice to the Department during the course of construction.
- (c) Coordinate and conduct a pre-construction meeting with all other relevant parties in attendance and provide minutes of meeting to all in attendance and those to be copied.
- (d) Review and acceptance of shop drawings and manufacturers' drawings supplied by the Contactor or supplier to ensure to the Department that the shop drawings are in conformance to the contract Drawings and Specifications, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (e) Review and report to the Department upon laboratory, shop and other tests conducted upon materials and /or equipment placed or installed by the Contractor to ensure to the Department conformance to the contract Drawings and Specifications, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (f) Review and acceptance of O&M manual submissions.
- (g) Acceptance of alternate materials and methods, subject to prior acceptance by the Department, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (h) Submit monthly contract progress estimates to be processed in a timely fashion in accordance with the General Conditions of the City of Winnipeg Standard Construction Specifications.
- (i) Provide a detailed monthly "Cost to Complete" report. This report is to include the actual costs to date, plus projected costs to complete the project including allowances for any unforeseen cost with explanation and justification. The report shall identify any expected budget overruns or surpluses.
- (j) Furnish copies to the Department of all significant correspondence relating directly or indirectly to the project by parties external to the Consultant's Contract Administrator (Contract Administrator).
- (k) Submit to the Department, prior to construction, a report documenting written and photographic records of, and assessments of the physical condition of adjacent buildings, facilities, surface conditions and other infrastructure sufficient to equip the Contract Administrator to provide valid evidence and relevant testimony in settlement of any claim involving the City by any court of law or by any other party thereto arising from the project.
- (l) Consultant billings are to indicate the fee breakdown for the submitted invoice as well as the total fees to date.

- (m) Billings are to be adjusted to indicate the 2% of the actual construction value holdback until as-constructed drawings have been submitted. Invoices submitted without this breakdown will be returned.
- (n) Approved allowable disbursements and laboratory testing costs are to be shown as separate sub-totals from the fee charges.

E2.2 Resident Services

- (a) Personnel with demonstrated experience in the design and contract administration of the mechanical, electrical, structural, and civil components the Works are to be assigned to this project.
- (b) Ensure that Quality Assurance/Quality Control (Qa/Qc) is undertaken to Building Code requirements and Departmental standards.
- (c) Arrange for regular job meetings at the worksite or near the worksite throughout the duration of the contract work. The meetings are to be attended by the Contract Administrator or his/her designate as well as the on-site Inspector, the Contractor and the Department's contact person.
- (d) Minutes of all site meetings shall be recorded and distributed to all in attendance and the copy list.
- (e) Without relieving the Contractor of his contractual and legal obligations in respect thereof, conduct detailed inspection of construction sufficient to ensure that the Work carried out by the Contractor is in conformance with the Drawings and Specifications.
- (f) Co-ordination and staging of other works by third parties on the site including, but not limited to, Hydro, Gas, Communications and other City forces.
- (g) Reports are to be promptly made the Department's contact person regarding unusual or changed site conditions which may or will result in extra work to the project.
- (h) All extra work to the project must be reviewed and approved by the Department's contact person prior to approval being given to the Contractor to undertake the Work.
- (i) Extra work to the project shall not exceed 20% of the awarded contract amount to a maximum of \$250,000.00. The Contract Administrator will be responsible to project final construction costs throughout the duration of the project to ensure the project remains with the budget allowance.
- (j) Keep a continuous and accurate record of working days and days lost due to inclement weather or other unforeseen circumstances during the course of construction.
- (k) In conjunction with the Department, provision of advance notice to adjacent residents and businesses who will have public services and/or access disruptions during construction.
- (l) Enforcement of contractor conformance with the City of Winnipeg Manual of Temporary Traffic Control in Work Areas on City streets in compliance with expected standards of safety for motorists and pedestrians, without relieving the Contractor of his contractual and legal obligations in respect thereof.
- (m) Acting in the interest of the Department, provide responsible, sensitive and prompt reaction to the reasonable requests and complaints of citizens regarding the conduct of the project.
- (n) Arranging for and carrying out testing of materials to ensure conformance with the Drawings and Specifications, without relieving the Contractor of his contractual and legal obligations in respect thereof.

E3. PROJECT CLOSEOUT

E3.1 Final Inspections and Project Acceptance

- (a) As coordinated with the Department's contact person and the Contractor, provide inspection of the completed Works to establish the project milestones of Substantial Performance, Total Performance, and Final Acceptance of the completed project.

- (b) Complete and submit record drawings of the completed mechanical, electrical, structural, and civil works to the Department contact for review within two (2) months of the date of Substantial Performance of the Work.
- (c) Coordinate with the Installation Contractor and Equipment Supplier for all required site testing and commissioning services.
- (d) Coordinate with the Installation Contractor and Equipment Supplier to provide a minimum of four (4) on-site training sessions to provide instruction to City staff on the safe operation of all new equipment including recommended maintenance tasks and schedules.
- (e) Coordinate with the Installation Contractor and Equipment Supplier to provide five (5) full sets of all Operation & Maintenance manuals to the City for all newly installed equipment and devices.

E3.2 Record Drawings

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