



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 325-2015**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR BRADY  
ROAD RESOURCE MANAGEMENT FACILITY INFRASTRUCTURE AND DISPOSAL  
MASTER PLAN, AND CELL DESIGN AND CONSTRUCTION SERVICES**

**Proposals shall be submitted to:**

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

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	3

### PART B - BIDDING PROCEDURES

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

### PART C - GENERAL CONDITIONS

C1. General Conditions	1
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### PART D - SUPPLEMENTAL CONDITIONS

D1. General Conditions	1
D2. Project Manager	1
D3. Background	1
D4. Scope of Services	1
D5. Definitions	5
D6. Ownership of Information, Confidentiality and Non Disclosure	7
<b>Submissions Prior to Start of Services</b>	
D7. Authority to Carry on Business	7
D8. Insurance	7
<b>Schedule of Services</b>	
D9. Commencement	8
D10. Critical Stages	9

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR BRADY ROAD RESOURCE MANAGEMENT FACILITY INFRASTRUCTURE AND DISPOSAL MASTER PLAN, AND CELL DESIGN AND CONSTRUCTION SERVICES

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 29, 2015.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. ENQUIRIES**

- B3.1 All enquiries shall be directed to the Project Manager identified in D2.
- B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (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.
- B3.3 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.
- B3.4 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.
- B3.5 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.
- B3.6 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.
- B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Project Manager in writing.

### **B4. CONFIDENTIALITY**

- B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
  - (b) becomes publicly known other than through the Proponent; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

## **B5. ADDENDA**

B5.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B5.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B5.2.1 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>

B5.2.2 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.

B5.3 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.

## **B6. PROPOSAL SUBMISSION**

B6.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal (Section A) in accordance with B7;
- (b) Fees (Section B) in accordance with B8;

B6.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B10;
- (c) Project Understanding and Methodology (Section E) in accordance with B11; and
- (d) Project Schedule (Section F) in accordance with B12.

B6.3 Further to B6.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B6.4 Further to B6.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B6.5 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 B6.1 and B6.2.

B6.6 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.

B6.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).

B6.8 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.

B6.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.10 Proposals shall be submitted to:

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

B6.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B7. PROPOSAL (SECTION A)**

B7.1 The Proponent shall complete Form A: Proposal, making all required entries.

B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.

B7.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B7.4 Paragraph 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.

B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B7.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

**B8. FEES (SECTION B)**

B8.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.

**B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

B9.1 Proposals should include:

(a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of construction and contract administration services on up to three projects of similar complexity, scope and value.

B9.2 For each project listed in B9.1(a), the Proponent should submit:

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

B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B9.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

**B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**

B10.1 Describe your approach to overall team formation and coordination of team members.

B10.1.1 Include an organizational chart for the Project.

B10.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B10.1.1.

B10.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B9, provide only the project name and the role of the key person. For other projects provide the following:

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

**B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

B11.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

- B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4.
- B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B11.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
  - (b) the team's understanding of the urban design issues;
  - (c) the proposed Project construction budget;
  - (d) the City's Project methodology with respect to the information provided within this RFP; and
  - (e) any other issue that conveys your team's understanding of the Project requirements.
- B11.5 For each person identified in B10.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

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

- B12.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.
- B12.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

## **B13. QUALIFICATION**

- B13.1 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.
- B13.2 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>
- B13.3 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.

B13.4 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.

B13.5 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.

#### **B14. ELIGIBILITY**

B14.1 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 Ltd.
- (b) Tetra Tech WEI, Inc.
- (c) Kontzamanis Graumann Smith MacMillan Inc.
- (d) Dillon Consulting Ltd.
- (e) COMCOR
- (f) CH2MHill

#### **B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B15.1 Proposals will not be opened publicly.

B15.2 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/>.

B15.3 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.

B15.4 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.

#### **B16. IRREVOCABLE OFFER**

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B16.2 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.



## **B17. WITHDRAWAL OF OFFERS**

B17.1 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.

B17.1.1 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.

B17.1.2 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.

B17.1.3 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 B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B16.2 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.

## **B18. INTERVIEWS**

B18.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B19. NEGOTIATIONS**

B19.1 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.

B19.2 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.

B19.3 If, in the course of negotiations pursuant to B19.2 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.

## **B20. EVALUATION OF PROPOSALS**

B20.1 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 B13: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 20%

- (e) Experience of Key Personnel Assigned to the Project; (Section D) 10%
- (f) Project Understanding and Methodology (Section E) 20%
- (g) Project Schedule. (Section F) 10%

- B20.2 Further to B20.1(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.
- B20.3 Further to B20.1(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.
- B20.4 Further to B20.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.
- B20.5 Further to B20.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.
- B20.6 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.
- B20.7 Further to B20.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B20.8 Further to B20.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B20.9 Notwithstanding B20.1(d) to B20.1(g), where Proponents fail to provide a response to B6.2(a) to B6.2(d), the score of zero may be assigned to the incomplete part of the response.

## **B21. AWARD OF CONTRACT**

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 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.
- B21.2.1 Without limiting the generality of B21.2, 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.
- B21.3 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.
- B21.4 The City may, at its discretion, award the Contract in phases.

- B21.5 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.
- B21.5.1 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.
- B21.6 B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B21.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B21.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C1. GENERAL CONDITIONS**

- C1.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C1.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm).
- C1.2 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**

### **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:

Irvin Slike

Email: ISlike@winnipeg.ca

Telephone No. 204 806-0957

Facsimile No. 204 774-6729

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

D2.3 Proposal Submissions must be submitted to the address in B6.10

### **D3. BACKGROUND**

D3.1 The Brady Road Resource Management Facility Landfill (BRRMF) is located in southwest Winnipeg. This area is designated as Rural and Agricultural in Our Winnipeg and 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.. The vicinity receives an average of approximately 500 mm of precipitation per year. The BRRMF is a Class 1 Waste Disposal Ground on approximately 790 hectares of land and refuse placement began in 1973. Waste accepted at the landfill includes commercial, residential, and construction and demolition waste.

D3.2 The BRRMF is currently licenced under the Environment Act Licence No. 3081 R issued April 23, 2014.

D3.3 The BRRMF has an active landfill gas collection and passive leachate collection systems.

D3.4 The Goals of this project are to:

- (a) Create an infrastructure and disposal master plan to optimize development of disposal capacity and infrastructure at the BRRMF, and
- (b) Provide design and construction services for BRRMF

### **D4. SCOPE OF SERVICES**

#### **D4.1 General**

- (a) All work identified in D4 shall be conducted in accordance with the current Environment Act Licence for the Brady Road Resource Management Facility.
- (b) Cell 1, Cell 2, Area A, Area B, Area C, and Area D are all depicted in Appendix A.
- (c) All cost estimates shall be per the AACE International Recommended Practice No. 18R-97.

#### **D4.2 Cell 1 Closure**

- (a) A detailed design of the closure of Cell 1 shall be prepared. Consultation will be made with the City's operator of the LFG system to conceptually understand the number and location of the vertical gas wells. The Closure design will incorporate 3 to 1 side slopes.

- (b) The consultant shall amend the sites closure plan to incorporate the 3 to 1 grading of the final disposal cells.
- (c) A Class 1 cost estimate is required.
- (d) This work shall be completed by November 20, 2015.

#### D4.3 **Cell 2 Design**

- (a) The design element will consist of a detailed design and construction documents for an approximate 3 hectare disposal cell. The cell will be rough excavated by the City to the contours depicted in Appendix B by April 2016.
- (b) The cell liner shall consist of, at minimum, 60 mil HPDE
- (c) The cell shall include a leachate collection system consistent and compatible with the existing design of Cell 1.
- (d) Use of recycled product in drainage/protective layer is preferred.
- (e) Storm-water management must be accounted for in all portions and at all times of construction and phased development.
- (f) A preliminary closure plan is required
- (g) A Class 1 cost estimate is required.
- (h) This work shall be completed by November 20, 2015.

#### D4.4 **Area A Design**

- (a) This work consists of the integrated design of disposal cells, leachate infrastructure, and landfill gas collection system for an approximately 7 hectare site depicted as Area A
- (b) This design shall integrate the leachate and gas collection systems in a phased approach. The same liner and leachate collection system design used in D4.3 shall be incorporated in all cells.
- (c) Cells shall be delineated in a manner as to maximize airspace, minimize construction costs and provide approximately one (1) year of disposal capacity in each cell. The number of cells, their size and the phasing shall be based upon the City's current fill rate and demonstrated compaction.
- (d) A soil balance calculation will be developed for each disposal cell in Area A.
- (e) A monthly excavation timeline for Area A shall be developed to coordinate with daily cover requirements, D4.6 Fill Sequencing Plan, and construction of the liner, leachate, and landfill gas collection systems.
- (f) A preliminary closure plan is required.
- (g) A 100 % design effort, timelines for cell excavation and construction, and a Class 3 cost estimate is required.
- (h) This work shall be completed by November 20, 2015.

#### D4.5 **Construction Services**

- (a) Construction services are required for the scope of work identified in D4.3 Cell 2 Design, D4.4 Area A Design, and D4.7 Leachate Collection System for Cells 1 & 2 and Area A.
- (b) Construction services shall include preparing detailed construction documents, preparing the Bid Opportunity in the City's standard format, project management, quality assurance/quality control services, surveying, material testing, site safety, quantity verification, environmental compliance, and payment verification duties.
- (c) Construction services for D4.3 Cell 2 Design and D4.7 Leachate Collection System for Cells 1 & 2 and Area A shall be completed by August 31, 2016.
- (d) Construction services for D4.4 Area A Design shall be conclude by the fifth year anniversary of the award date of 325-2015

#### D4.6 **Fill Sequencing Plan**

- (a) A semi-annual (every six months) fill sequencing plan for Cell 2 and Area A will be developed based upon current and expected tonnages, current compaction efforts and cover soil usage.
- (b) The Fill Sequencing Plan shall optimize operations, cover, stockpiles, handling of material, roads, and surface water management
- (c) Fill plan shall incorporate 3 metre lifts.
- (d) This work shall be completed by November 20, 2015.

#### D4.7 **Leachate Collection System for Cells 1 & 2 and Area A**

- (a) The design shall incorporate an integrated approach to the collection of leachate for Cells 1 & 2 and Area A that includes an approximately 1500 metre leachate force main and an above ground glass-fused storage tank system with a capacity of approximately 300,000 litres. The design shall incorporate secondary containment.
- (b) This tank system will serve as a central collection point for landfill leachate generated by the entire site. Leachate quantities and storage capacity will need to be modelled.
- (c) The design shall account for the future cell expansion in Areas B and C, and integration into the existing leachate collection system at BRRMF.
- (d) The above ground storage tank system shall have the capability to unload into a 30,000 kL tanker trailer. A containment pad will be designed to collect any spilled leachate and pump it automatically back into the above ground storage tank system.
- (e) Co-located on the containment pad will be a 10,000 gallon diesel fuel tank. The proponent is expected to design the leachate and fuel storage area and incorporate one spill pad for both liquids.
- (f) A Class 1 cost estimate is required.
- (g) This work shall be completed by December 11, 2015.

#### D4.8 **Integration of Existing Leachate Collection System Into Proposed System Design**

- (a) The goal is to develop a centralized collection point for leachate and LFG condensate across all of BRRMF.
- (b) The proponent shall develop a phased plan to convert the current gravity-drained concrete manhole system to a HPDE leachate sump connected to HPDE leachate force main.
- (c) The leachate collection systems shall be air powered pump systems similar to a QED Environmental Systems AP4.
- (d) The plan will incorporate a phasing program, and be aligned with the phasing of the LFG system.
- (e) The design effort shall be 50%.
- (f) A Class 3 cost estimate is required.
- (g) This work shall be completed by December 11, 2015.

#### D4.9 **Centralized Infrastructure Siting**

- (a) The goal is to select a site to co-locate landfill administration, equipment storage, leachate facilities, and landfill gas facilities in a centralized fashion to take advantage of energy and logistical considerations.
- (b) Site selected shall optimize construction costs, utilities, infrastructure requirements, and access to the rest of the site.
- (c) Site selected shall allow for the possibility of heating and cooling being provided through a landfill gas-fueled combined heat and power facility.

- (d) A site plan shall be developed indicating location of all existing or future facilities, and the alignment of all roadways, surface water management, utilities, and other infrastructure.
- (e) The design effort shall be 30%.
- (f) A Class 3 cost estimate is required
- (g) This work shall be completed by January 15, 2016

#### D4.10 **Area B Design**

- (a) The entire area will be planned for developing disposal capacity
- (b) The plans shall incorporate disposal cells with berm and landscaping requirements, surface water management, access roads, long-term vehicle access, LFG collection, leachate collection, and long-term monitoring infrastructure.
- (c) Individual disposal cells shall be designed to accommodate approximately one (1) year of disposal capacity.
- (d) The same design concepts that were incorporated into Cell 2 and Area A should be carried over into the design of Area B.
- (e) Site soil balance analysis is required for each disposal cell and summarized for the entire site.
- (f) An assessment of leachate production, surface water management (conveyance of the 25 year event), cover assessment, and monitoring infrastructure requirements for Area B will also be required.
- (g) A high level site phasing plan shall be developed indicating timelines for the construction of all disposal cells and infrastructure.
- (h) The design effort shall be 30%.
- (i) This work shall be completed by January 15, 2016.

#### D4.11 **Area C Study**

- (a) The work consists of studying the feasibility of developing infill disposal cells in Area C.
- (b) Area C shall be compared Area B in terms of disposal costs per tonne. The comparison shall include an analysis of how to build infill disposal cells completed to maximum height of 30 metres above prairie in Area C. This would take into account the current monthly fill rate and existing density. The design will also accommodate progressive and phased construction of leachate and gas collection infrastructure.
- (c) A high level phasing and preliminary closure plans will be required based on the results of this feasibility study for Area C.
- (d) The design effort shall be 30%.
- (e) A Class 3 cost estimate for disposal cell construction, leachate and landfill gas collection infrastructure, and closure are required.
- (f) This work shall be completed by January 15, 2016.

#### D4.12 **Area D Study**

- (a) Disposal capacity for the remainder of BRRMF as identified in Area D shall be planned.
- (b) The plans shall incorporate disposal cells with berm and landscaping requirements, surface water management, access roads, long-term vehicle access, LFG collection, leachate collection, and long-term monitoring infrastructure.
- (c) The same detailed design concepts that were incorporated into Areas A and B shall be applied.
- (d) Site soil balance analysis is required by disposal cell and summarized for the entire site.
- (e) A cost/benefit analysis shall be conducted on recovering resources, soil, and additional airspace from the existing closed landfill portion of this area.
  - (i) Sub-surface testing is excluded from this scope of work.



- (f) Additional requirements are the assessment of leachate production, surface water management (conveyance of the 25 year event), cover assessment, monitoring infrastructure assessment .
- (g) The design effort shall be 30%
- (h) A Class 4 cost estimate is required.
- (i) This work shall be completed by January 15, 2016.

#### D4.13 **Site Life Span and Soil Balance**

- (a) A lifespan estimate of the entire site, along with the individual lifespans of Areas A, B, and C will be developed. Life span shall be based upon the conceptual disposal capacity, projected disposal rate (based on population growth) and demonstrated compaction results.
- (b) An additional lifespan scenario shall be developed incorporating the implementation of a residential organics diversion program.
- (c) A soil balance will be established for the entire site that includes the soil available for excavation, soil needed for daily, intermediate and final cover and soil needed for identified construction projects.
- (d) An evaluation will be required to determine the annual vegetation support layer for final cover needed vs. the amount of leaf and yard waste, and biosolid compost production.
- (e) This work shall be completed by January 15, 2016

#### D4.14 **Site Infrastructure Plan**

- (a) Provide a comprehensive site infrastructure plan which accounts for, but is not limited to: disposal cells; composting and diversion facilities; transportation infrastructure; utilities; surface water management structures; leachate collection, storage and treatment facilities; landfill gas collection, flaring and energy recovery structures; environmental monitoring instrumentation; security requirements; and other structures.
- (b) A "green industrial park" shall be sited for the potential development of waste recovery and diversion industries. The location shall take into consideration minimizing the loss of airspace, minimizing interruptions to BRRMF operations, maximizing the use of shared infrastructure and services, and site access.
- (c) Plan shall include a timeline for phased development in conjunction with the development of disposal cells.
- (d) Provide a 25-year capital expenditure and maintenance schedule for all existing and planned infrastructure based on a Class 4 estimate
- (e) The plan will be provided in a format of AUTOCAD, PDF and Geomedia 6.1 format, such that phasing layers can be turned on and off. Also each infrastructure item listed will be able to be turned on and off.
- (f) This work shall be completed by January 15, 2016

### D5. **DEFINITIONS**

#### D5.1 When used in this Request for Proposal:

- (a) "**access road**" means a road that leads from a Provincial Trunk Highway, Provincial Road, or a municipal road;
- (b) "**accredited laboratory**" means an analytical facility accredited by the Standard Council of Canada (SCC), or accredited by another accrediting agency recognized by Manitoba Conservation and Water Stewardship to be equivalent to the SCC, or be able to demonstrate, upon request, that it has the quality assurance/quality control (QA/QC) procedures in place equivalent to accreditation based on the international standard ISO/IEC 17025, or otherwise approved by the Director;

- (c) "**background water quality**" means the quality of water in any geologic zone monitored with regards to the chemical and microbiological parameters specified in a Licence issued pursuant to *The Environment Act* by the Director;
- (d) "**biosolids**" means accumulated organic solids, resulting from wastewater treatment processes, that have received adequate treatment to permit the material to be recycled;
- (e) "**body of water**" means any body of flowing or standing water whether natural or artificially created;
- (f) "**buffer**" means a strip of land that is managed to reduce or eliminate the impacts of land use practices on sensitive areas or natural features;
- (g) "**bulky metallic waste**" means, but is not limited to, derelict vehicles, farm machinery, and large appliances which are capable of being salvaged for recycling or reuse;
- (h) "**cell**" means the location where waste is deposited;
- (i) "**CCME**" means Canadian Council of Ministers of the Environment;
- (j) "**cover material**" means cover material as defined in The Environment Act Licence 3081R
- (k) "**compliance boundary**" means the planar surface that circumscribes the Development, extends vertically downward from the land surface, and constitutes the place at which the parameters of the background water quality as specified in a Licence issued pursuant to *The Environment Act* are not to be exceeded
- (l) "**contaminant**" means a contaminant as defined in The Dangerous Goods Handling and Transportation Act;
- (m) "**concentration value**" means a restriction established by a Licence issued pursuant to *The Environment Act* by the Director on quantities, discharge rates and concentrations of pollutants;
- (n) "**cover material**" means material which is non-flammable, does not interfere with landfill gas collection or extraction systems, does not biodegrade to produce landfill gas, is a deterrent to vectors, is free of roots, vegetation and frozen material, or is a material approved by the Director, that is used to cover compacted solid waste;
- (o) "**engineer(s)**" means an engineer or engineers registered with the Association of Professional Engineers and Geoscientists of the Province of Manitoba;
- (p) "**final cover**" means earth compacted to a thickness of at least 0.5 metre applied to the surface of the compacted waste cell that has achieved the final elevation for cell closure, and is graded to minimize ponding of water on the surface;
- (q) "**groundwater**" means water below the ground surface and within a zone of saturation;
- (r) "**landfill gas**" means a mixture of gases generated by the microbial decomposition and chemical reactions between wastes in a landfill;
- (s) "**leachate**" means liquid that has percolated through solid waste, and that contains dissolved and suspended materials from the solid waste;
- (t) "**leachate collection system**" means a system that gathers leachate so that it may be removed from a landfill and which could include a permeable drainage layer, a network of perforated piping, and sumps or manholes from which leachate can be removed;
- (u) "**Leachate Management System**" means all of the components of a system to transport, collect, and extract leachate from the Development; to include the leachate collection system, and any other infrastructure installed for the purpose of handling leachate;
- (v) "**monitoring well**" means a well drilled to measure groundwater levels and collect groundwater samples for the purpose of physical, chemical or biological analysis to determine the concentration of groundwater constituents;
- (w) "**pollutant**" means a pollutant as defined in *The Environment Act*;
- (x) "**post-closure plan**" means a plan indicating the actions to be taken for the care, maintenance, and monitoring of the Development after closure, that will prevent, mitigate, or minimize the threat to public health and the environment;

- (y) **"solid waste"** means all discarded waste including dead animals and does not include liquid waste, hazardous waste or bulky metallic waste;
- (z) **"waste disposal ground"** means a parcel of land that is used for the disposal of solid or industrial waste, also referred to as a landfill

## **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.

D9.3 The City intends to award this Contract by July 17, 2015.

#### **D10. CRITICAL STAGES**

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

- (a) D4.2 Cell 1 Closure shall be completed by November 20, 2015
- (b) D4.3 Cell 2 Design shall be completed by November 20, 2015
- (c) D4.4 Area A Design shall be completed by November 20, 2015
- (d) D4.5 Construction Services
  - (i) Construction for D4.3 Cell 2 Design, and D4.7 Leachate Collection System for Cells 1 & 2 and Area A shall be completed by August 31, 2016.
  - (ii) Construction services for D4.4 Area A Design shall be conclude by the fifth year anniversary of the award date of 325-2015
- (e) D4.6 Fill Sequencing Plan shall be completed by November 20, 2015
- (f) D4.7 Leachate Collection System for Cells 1 & 2 and Area A shall be completed by December 11, 2015
- (g) D4.8 Integration of Existing Leachate Collection System Into Proposed System **Design** shall be completed by December 11, 2015
- (h) D4.9 Centralized Infrastructure Siting shall be completed by January 15, 2016
- (i) D4.10 Area B Design shall be completed by January 15, 2016
- (j) D4.11 Area C Study shall be completed by January 15, 2016
- (k) D4.12 Area D Study shall be completed by January 15, 2016
- (l) D4.13 Site Life Span and Soil Balance shall be completed by January 15, 2016
- (m) D4.14 Site Infrastructure Plan shall be completed by January 15, 2016