



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 619-2016

REQUEST FOR PROPOSAL FOR BIOSOLIDS LAND APPLICATION

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR BIOSOLIDS LAND APPLICATION

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 23, 2016.

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

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D8.1.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator 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 Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the 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 Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator 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 Contract Administrator 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 Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

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

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- 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 Proponent is responsible for ensuring that he/she 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 Proponent 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. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting

and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B21.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B10;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
 - (c) Project Understanding and Methodology (Section E) in accordance with B12; and
 - (d) Project Schedule (Section F) in accordance with B13.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.5 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”) including drawings, six (6) print copies , and one (1) searchable pdf copy 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 contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their 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

- 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 his/her 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. PRICES

- B9.1 Phase 1

- B9.1.1 The Proponent shall state the lump sum price in Canadian funds for the following Phase 1 Work on Form B: Prices:

- (a) Project Plan as described in E2.3 of the Specifications;
- (b) Public Engagement as described in E3 of the Specifications;
- (c) Environment Act Proposal as described in E4 of the Specifications.

- B9.1.2 The lump sum prices shall include all costs to complete Phase 1 as described in Part E Specifications, and include all time, effort, risks and contingencies, project management, administrative costs, travel costs, etc.
- B9.1.3 In addition to the lump sum prices, Proponents shall **also** include a detailed breakdown of the lump sum prices in matrix format, including the proposed individuals, work activities, number of hours and hourly rates to complete Phase 1. Details shall include as a minimum:
- (a) Name, role and hourly rates of proposed individuals;
 - (b) Work activities and deliverables;
 - (c) Number of hours per work activity per each proposed individual.
- B9.1.4 If the City requires additional services, the hourly rates to be used will be based on the rates provided in the Proponent's proposal.
- B9.2 Phase 2**
- B9.2.1 The Proponent shall state a separate price in Canadian funds for each of the following Phase 2 items of Work on Form B: Prices:
- (a) Pilot Biosolids Land Application.
- B9.2.2 The unit prices shall include all costs to complete Phase 2 as described in Part E Specifications, and include all labour, equipment, cost of temporary work, risks and contingencies, project management, administrative costs, travel costs, etc.
- B9.2.3 The quantities listed on Form B: Prices for Phase 2 are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B9.2.4 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.3 Phase 3**
- B9.3.1 The Proponent shall state a separate price in Canadian funds for each of the following Phase 3 items of Work on Form B: Prices:
- (a) Full Biosolids Land Application.
- B9.3.2 The unit prices shall include all costs to complete Phase 3 as described in Part E Specifications, and include all labour, equipment, cost of temporary work, risks and contingencies, project management, administrative costs, travel costs, etc.
- B9.3.3 The quantities listed on Form B: Prices for Phase 3 are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B9.3.4 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B9.4 Notwithstanding C11.1.1 and C11.1.3(c), prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.5 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)**
- B10.1 Provide general firm profile information, including years in business, number of employees, company resources and other relevant information for the Proponent and all Subcontractors demonstrating the ability to complete the Work.

- B10.2 Describe the experience of the Proponent and Subcontractors on three (3) projects of similar complexity, scope and value.
- B10.3 For each project listed in B10.2, submit a Form C with the following information:
- (a) A clear description of the project, including project owner, project objectives, quantity and type of biosolids, duration of contract and other relevant information;
 - (b) A clear description of the role the Proponent or Subcontractor, including project management, public engagement, regulatory compliance, operations, reporting and other relevant information;
 - (c) Reference information (two current names with email and telephone numbers per project).
 - (i) References should have worked directly on the projects described.
 - (ii) References may be used to confirm the information provided in the Proposal.
 - (iii) Other sources not named in references may be contacted to verify the work.
- B10.4 For evaluation purposes, higher scores will be given to projects that meet the following criteria:
- (a) The Proponent performed the services similar to those described in the Scope of Work, including:
 - (i) Public Engagement;
 - (ii) Environmental Licensing and/or working with Regulators;
 - (iii) Management and operation of land application program;
 - (iv) Regulatory Compliance;
 - ◆ Odour management;
 - ◆ Leachate management;
 - ◆ Management of application rates;
 - ◆ Monitoring and reporting.
 - (b) The project was completed in the last ten (10) years.
- B10.5 If more than three (3) projects are submitted for B10.2, only the first three (3) projects provided in Form C will be evaluated.

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

- B11.1 Describe the approach to overall team formation and coordination of team members.
- B11.1.1 Include an organizational chart for the Project.
- B11.2 Identify the following Key Personnel assigned to the Project:
- (a) Project Manager;
 - (b) Public Engagement Lead, whose experience shall include IAP2 membership and completion of IAP2 or related public engagement courses, specifying the year and completion of the IAP2 Foundations/Certificate courses;
 - (c) Project Supervisor;
 - (d) Certified Crop Advisor, or equivalent.
- B11.2.1 Multiple Key Personnel positions may be filled by one individual, however for evaluation purposes, be sure to identify the experience and qualifications for each role separately.
- B11.3 For each key person listed in B11.2, submit a Form D to describe their experience and qualifications, including the following information:
- (a) Current employer, job title and availability for the Project;
 - (b) Proposed role and responsibilities;
 - (c) Core capabilities and technical skills;

- (d) Educational background;
- (e) Professional recognition;
- (f) Years of experience in biosolids management and years of experience in similar role as proposed.

B11.4 For each key person listed in B11.2, list two (2) comparable projects in which they have played a primary role. If a project selected for a key person is included in B10, provide only the project name, role of the key person and responsibilities and achievements. For other projects provide the following:

- (a) Project name and owner;
- (b) Project description;
- (c) Role of the person;
- (d) Responsibilities and achievements;
- (e) Reference information (two current names with email and telephone numbers per project);
 - (i) References should have worked directly on the projects described.
 - (ii) References may be used to confirm the information provided in the Proposal.
 - (iii) Other sources not named in references may be contacted to verify the work.

B11.5 For evaluation purposes, higher scores will be given to Key Personnel with similar role in projects of similar complexity, scope and value.

B11.6 If more than two (2) projects are submitted for B11.4, only the first two (2) projects provided in Form D will be evaluated.

B11.7 If a key person is assigned to multiple positions, a separate description is required for each position. The comparable projects may be different for each position.

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B12.1 Describe the approach to project management. This approach should address how the Proponent intends to manage the following aspects of the Project:

- (a) Communication;
- (b) Risk Management;
- (c) Quality Management;
- (d) Change Management.

B12.2 Describe the project methodology for Phase 1. Outline the major tasks and level of effort. Methodology should be presented in accordance with the Scope of Work identified in D6, including:

- (a) Project Management;
- (b) Public Engagement;
 - (i) Public engagement objectives, project risks and how to address them;
 - (ii) Where the project is on the IAP2 Spectrum;
 - (iii) A list of stakeholders and how feedback will be sought from various stakeholders;
 - (iv) Strategies for reaching stakeholders, including the broader rural community;
 - (v) Delivery timelines, including the public's role in the decision-making process and the decision points.
- (c) Environment Act Proposal.

B12.3 Describe the project methodology for Phase 2 and Phase 3. Outline the major tasks and level of effort. Methodology should be presented in accordance with the Scope of Work identified in D6, including:

- (a) Project Management;
- (b) Regulatory Compliance;
 - (i) Odour management;
 - (ii) Leachate management;
 - (iii) Management of application rates;
 - (iv) Monitoring and reporting.
- (c) Plant and Equipment;
 - (i) Equipment description and plan for delivery – fill out Form E: Equipment List;
 - (ii) Maintenance.
- (d) Operation;
 - (i) Scheduling;
 - (ii) Staging and handling of biosolids;
 - (iii) Contingency plan for wet weather or unsuitable field conditions;
 - (iv) Notification of Residents.
- (e) Health and Safety;
 - (i) Training;
 - (ii) Emergency Response.

B12.4 For evaluation purposes, higher scores will be given for quality and completeness of the described methodology.

B12.5 Proposals should address:

- (a) The team's understanding of the project objectives;
- (b) The team's understanding of the technical requirements;
- (c) Any other issue that conveys understanding of the project requirements.

B13. PROJECT SCHEDULE (SECTION F)

B13.1 Proponents should present the most effective schedule attainable by developing a carefully considered critical path method schedule using Microsoft Project, or similar software.

B13.2 The schedule should address each requirement of the Scope of Work and be complete with:

- (a) Start and completion dates for each project phase;
- (b) Activity durations;
- (c) Project meetings;
- (d) Phase 1 Project Milestones and deliverables, including;
 - (i) Risk and Opportunity Workshop;
 - (ii) Project Plan;
 - (iii) Public Engagement Plan;
 - (iv) Public Engagement events;
 - (v) Public Engagement Report;
 - (vi) Environment Act Proposal.
- (e) Phase 2 Project Milestones and deliverables, including;
 - (i) Pilot Biosolids Land Application.
- (f) Phase 3 Project Milestones and deliverables, including;
 - (i) Full Biosolids Land Application.

- (g) Reasonable review and approval times for the City and other stakeholders. For all documents submitted to the City, the minimum review period is three (3) weeks and should be commensurate to the number of pages and complexity of the document;
- (h) the critical path.

B13.3 The Proponent should provide detailed commentary supporting the appropriateness of the schedule.

B13.3.1 For evaluation purposes, higher points will be given to commentaries clearly supporting the logic and time frames behind the schedule.

B14. DISCLOSURE

B14.1 The City posted a Request for Information (RFI) in December 2015 to gather information on biosolids land application details and biosolids storage options. The following four (4) Persons responded to the RFI:

- (a) Lystek International Inc. and SaskAlta;
- (b) Sylvis Environmental Services Inc.;
- (c) Terratec Environmental Ltd.;
- (d) Assiniboine Injections Ltd. and MMM Group Ltd.

B14.2 There is no additional material available as a result of contact with the RFI respondents. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure.

B15. QUALIFICATION

B15.1 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; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B15.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B15.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B15.4 Further to B15.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the

Proponent/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (c) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B15.5 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B15.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

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 Proponents and the Contract amount of the successful Proponent 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 his/her submission upon written request to the Contract Administrator.

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 Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

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

B18.1.1 Notwithstanding C22.5, 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 his/her Proposal after the Submission Deadline but before his/her 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 Contract Administrator 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 Subcontractors, if any, pursuant to B15: (pass/fail)
- (c) Total Bid Price;
 - (i) Phase 1 Bid Price 4%
 - (ii) Phase 2 Bid Price 4%
 - (iii) Phase 3 Bid Price 32%
- (d) Experience of Proponent and Subcontractor; (Section C) 10%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 15%

- (f) Project Understanding and Methodology (Section E) 30%
- (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 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 his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.
- B21.4 Further to B21.1(c), Total Bid Price shall be the sum of the Phase 1 Bid Price, the Phase 2 Bid Price and the Phase 3 Bid Price.
- B21.5 Further to B21.1(c)(i), the Phase 1 Bid Price shall be the sum of the quantities multiplied by the unit prices for each Phase 1 item shown on Form B: Prices.
- B21.6 Further to B21.1(c)(ii), the Phase 2 Bid Price shall be the sum of the quantities multiplied by the unit prices for each Phase 2 item shown on Form B: Prices.
- B21.7 Further to B21.1(c)(iii), the Phase 3 Bid Price shall be the sum of the quantities multiplied by the unit prices for each Phase 3 item shown on Form B: Prices
- B21.8 Further to B21.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B21.9 Further to B21.1(c), Prices appearing to be inappropriately proportioned within or between phases may be determined to be non-responsive and rejected by the Award Authority in its sole discretion, acting reasonably.
- B21.10 Further to B21.1(d), Experience of Proponent and Subcontractor will be evaluated based on information requested in B10.
- B21.11 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated based on information requested in B11.
- B21.12 Further to B21.1(f), Project Understanding and Methodology will be evaluated based on information requested in B12.
- B21.13 Further to B21.1(g), Project Schedule will be evaluated based on information requested in B13.
- B21.14 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.
- B21.15 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B21.16 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.

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 Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- 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.
- B22.3.1 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 The City intends to award the entire Scope of Work; however,
- (a) Phase 1 and Phase 2 will be awarded initially;
 - (b) Phase 3 shall only proceed at the City's sole discretion.
- B22.6 The City reserves the right to negotiate the details of Phase 3 based on the terms of this Request for Proposal, the Proponent's Submission and the Environment Act Licence.
- (a) The Contractor shall not proceed with any Work related to Phase 3 without written authorization from the City.
- B22.7 After consideration of the Contractor's performance with the Work related to Phase 1 and Phase 2, and in the City's sole discretion, the City may enter into negotiations with the Contractor to undertake the Work associated with Phase 3 without a public bid solicitation.
- (a) No compensation will be provided to the Contractor for participating in this negotiation.
- B22.7.1 The City will be under no obligation to initiate negotiations or enter into subsequent contracts.
- B22.7.2 The City may choose to issue a public bid solicitation for the Work associated with Phase 3.
- B22.8 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of 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
- C0.1.2 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 Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 Further to C8, the Contractor shall grant the City access to the Delivery Site(s) and Application Sites so the City can confirm that the Work is in compliance with the Contract.

D2. DEFINITIONS

D2.1 When used in this Request for Proposal:

- (a) “**Application Site**” means agricultural land where biosolids are applied;
- (b) “**Biosolids**” means wastewater residuals after digestion and dewatering;
- (c) “**BNR**” means biological nutrient removal;
- (d) “**BRRMF**” means Brady Road Resource Management Facility;
- (e) “**Delivery Site**” means Site where biosolids are delivered;
- (f) “**DWF**” means Dry Weather Flow;
- (g) “**EAL**” means Environment Act License;
- (h) “**EAP**” means Environment Act Proposal;
- (i) “**IAP2**” means International Association for Public Participation;
- (j) “**MLD**” means Mega litres per Day;
- (k) “**NEWPCC**” means North End Sewage Treatment Plant;
- (l) “**Proponent**” means any Person or Persons submitting a Proposal;
- (m) “**Proposal**” means the offer contained in the Proposal Submission;
- (n) “**Proposal Submission**” means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
- (o) “**Regulator**” means Manitoba Sustainable Development, formerly named Manitoba Conservation and Water Stewardship;
- (p) “**Request for Proposal**” means the Proposal Submission, the Bidding Procedures, the General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda;
- (q) “**RFI**” means Request for Information;
- (r) “**RFP**” means Request for Proposal;
- (s) “**RM**” means Rural Municipality;
- (t) “**SEWPCC**” means South End Sewage Treatment Plant;
- (u) “**Sludge**” means wastewater residuals before digestion;
- (v) “**WEWPCC**” means West End Sewage Treatment Plant;
- (w) “**WinGRO**” means the City of Winnipeg biosolids utilization program ;
- (x) “**WSTP**” means Winnipeg Sewage Treatment Program.

D3. PROJECT OBJECTIVES

D3.1 The project objective is to manage biosolids land application to maximize beneficial use of biosolids, minimize the associated risks and to comply with all applicable regulations.

D4. BACKGROUND

D4.1 According to the Manitoba Water Protection Act, the City of Winnipeg wastewater biosolids must be beneficially re-used and nutrients must be recovered and recycled to the maximum extent possible.

D4.2 The City of Winnipeg (City) submitted a Biosolids Master Plan in 2014 to the Regulator that outlines the 30 year plan for biosolids management. It is posted on the Regulator's website: <http://www.gov.mb.ca/conservation/eal/registries/963.2/index.html>. The Biosolids Master Plan includes multiple beneficial re-use strategies for maximum flexibility and robustness. The Biosolids Master Plan recommended application of biosolids to agricultural land as one of the beneficial re-use strategies. This RFP is specific to biosolids land application.

D4.3 An extensive public engagement process was conducted to assist in developing the Biosolids Master Plan. All public engagement efforts are found on the project's website: <http://wwdengage.winnipeg.ca/biosolids/>

D4.4 The City posted a Request for Information (RFI) in December 2015 to gather information on biosolids land application details and biosolids storage options.

D4.5 The City of Winnipeg operates three wastewater treatment plants: the North End Sewage Treatment Plant (NEWPCC), South End Sewage Treatment Plant (SEWPCC) and the West End Sewage Treatment Plant (WEWPCC). Currently, all City of Winnipeg municipal sludge is produced at or hauled to NEWPCC where it is anaerobically digested to produce biosolids.

D4.6 Prior to January 2011, municipal biosolids were applied to agricultural land as part of the City WinGRO program. Since January 2011, the biosolids have been co-disposed at the Brady Road Resource Management Facility (BRRMF).

D4.7 Currently, at the BRRMF, most of the biosolids (approx. 80%) are sent to landfill and some of the biosolids (approx. 20%) are used in a composting pilot project. The composting pilot is a two year project that was commissioned in May 2015.

D4.8 Recent Wastewater Treatment Plant Flows

	NEWPCC	SEWPCC	WEWPCC
Secondary Treatment Process	High Purity Oxygen	High Purity Oxygen	Biological Nutrient Removal (BNR)
Design DWF	302 MLD	60 MLD	32 MLD
Average DWF - 2012	144 MLD	47 MLD	21 MLD
Average DWF - 2013	133 MLD	46 MLD	20 MLD
Average DWF - 2014	132 MLD	46 MLD	20 MLD
Average DWF - 2015	140 MLD	46 MLD	21 MLD

Note DWF = dry weather flow and MLD = mega litres per day

D4.9 Recent Biosolids Production

Year	Wet Tonnes	Dry Tonnes	Average Solids Concentration
2012	50,804	13,029	25.7% ± 2.7%
2013	49,280	12,927	25.9% ± 3.7%
2014	49,163	13,687	27.7% ± 3.7%
2015	47,903	12,869	26.8% ± 2.6%

D4.10 Information on the City's biosolids characteristics can be found within the City's compliance reports to the Regulator, available at the following website:
<http://winnipeg.ca/waterandwaste/sewage/WPCClicenseMonitor.stm>

D5. FUTURE INFRASTRUCTURE DEVELOPMENT

D5.1 The City will complete major capital upgrade and expansion projects for its two largest wastewater treatment plants, SEWPCC and NEWPCC.

D5.2 The SEWPCC Upgrade/Expansion project includes upgrades to several major processes, including upgrading the secondary treatment to biological nutrient removal (BNR). The SEWPCC Upgrade/Expansion project is currently in the design and construction stage.

D5.3 The NEWPCC Upgrade project includes upgrades to several major processes, including upgrading the secondary treatment to BNR. The NEWPCC Upgrade is currently in the early design stage.

D5.4 The NEWPCC Upgrade also includes new sludge treatment facilities for sludge storage, handling, digestion and dewatering. The NEWPCC Upgrade includes design and construction of the following new sludge process facilities:

- (a) Sludge phosphorus release and thickening;
- (b) Sludge screens and intermediate dewatering;
- (c) Thermal hydrolysis facility;
- (d) Mesophilic anaerobic digesters;
- (e) Phosphorus recovery system;
- (f) Final dewatering facility;
- (g) Biosolids cake hauling station.

NEWPCC will continue to be the centralized location for sludge processing, during construction and after the upgrades are complete. Sludge from SEWPCC and WEWPCC will continue to be hauled to NEWPCC for treatment. Figure 1 shows the existing sludge handling process and Figure 2 shows the proposed future sludge handling process.

Figure 1: Existing Sludge Handling Process

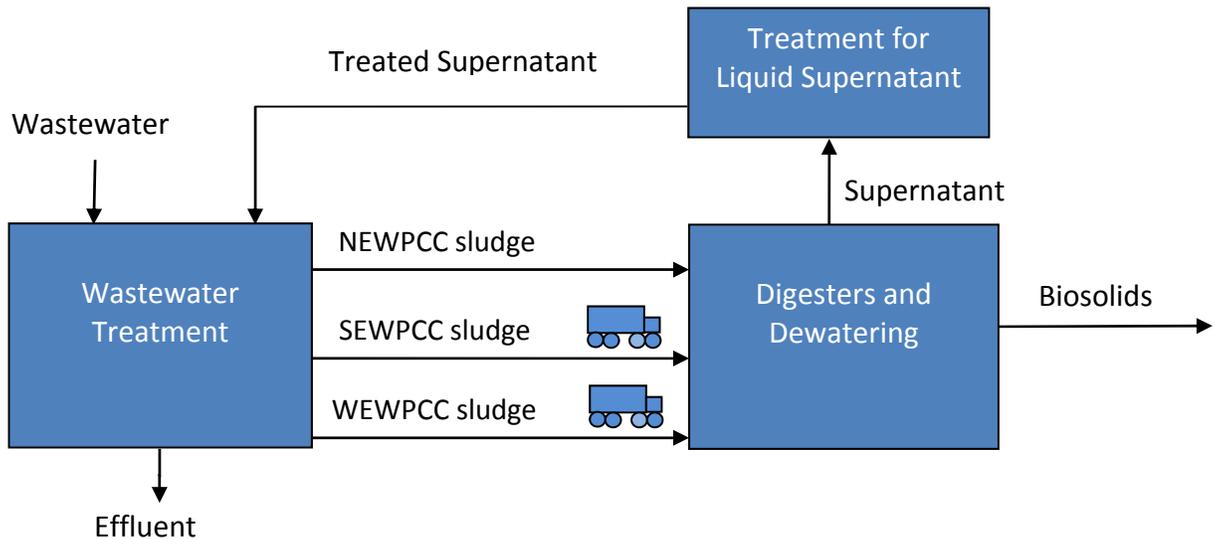
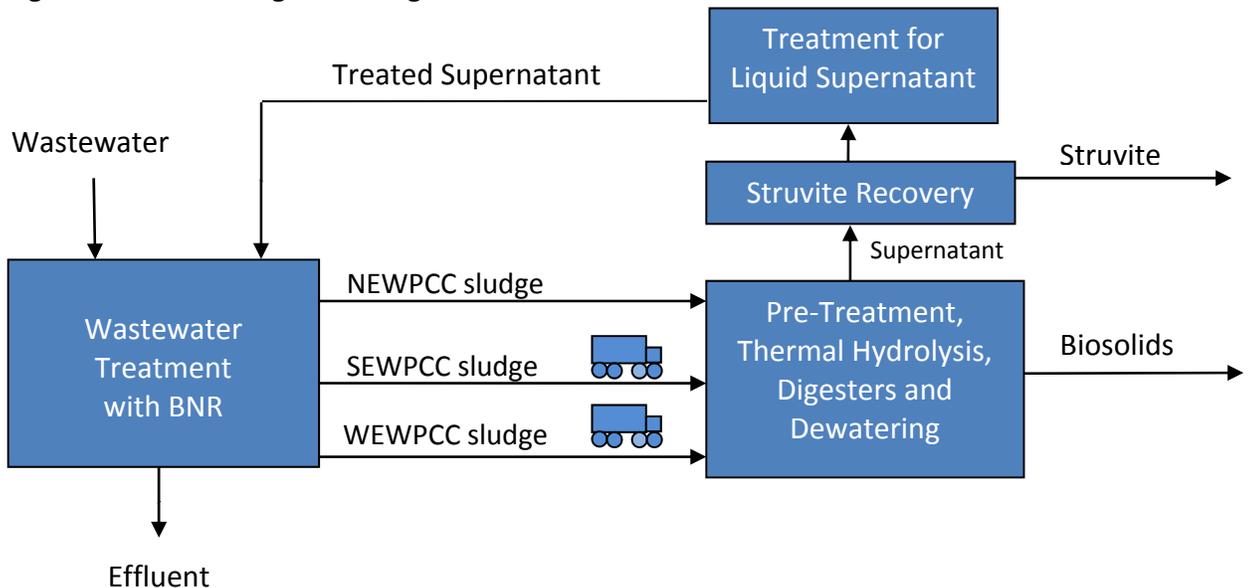


Figure 2: Future Sludge Handling Process



D5.5 The SEWPCC and NEWPCC upgrades mean that the biosolids quality, quantity and solids concentration may change over the course of the Contract. Specific information on biosolids quality, quantity and solids concentration after the upgrades is not available at this time.

D5.6 Note that WEWPCC was upgraded to BNR in 2008.

D6. SCOPE OF WORK

D6.1 The Work to be done under the Contract shall consist of three (3) phases:

- (a) Phase 1 – Public Engagement and Environment Act Proposal;
- (b) Phase 2 – Pilot Biosolids Land Application;
- (c) Phase 3 – Full Biosolids Land Application.

D6.1.1 Phases shall be awarded separately.

- D6.2 Award of Phase 1 and Phase 2 does not obligate the City to award Phase 3 to the Contractor.
- D6.3 The Contract period for Phase 3, if exercised, will be three (3) years, with the option of two (2) mutually agreed upon one (1) year extensions.
- D6.3.1 Notwithstanding C11, the unit prices for Year 2 and Year 3 of the Phase 3 Work will be increased or decreased by the percentage increase or decrease in the weighted average of Statistics Canada Consumer Price Index for Transportation in Manitoba (CPIT) and Diesel fuel price index for Manitoba (DFI).
- (a) The calculation to be performed to arrive at the unit price for Year 2 and Year 3 of the Phase 3 Work is as follows:
- (i) Year 2 Unit Price = Unit Price in Form B x (0.5 x CPIT_{year 1} + 0.5 x DFI_{year 1})
- (ii) Year 3 Unit Price = Year 2 Unit Price x (0.5 x CPIT_{year 2} + 0.5 x DFI_{year 2})
- (b) CPIT_{year X} to be used for Year 2 and Year 3 calculation shall be the most recent CPIT, found on <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis01h-eng.htm> in the first business day of January each year. If CPIT_{year X} is less than 0%, 0% shall be used.
- (c) DFI_{year X} to be used for Year 2 and Year 3 calculation shall be the average of the most recent 12 months' DFI over the average of the 13th to 24th recent months DFI, found on <http://gov.mb.ca/mit/contracts/index.html> in the first business day of January each year.
- D6.3.2 Notwithstanding C11, the prices for the two (2) additional one (1) year extensions for Phase 3 will be adjusted by a mutually agreed negotiated change.
- D6.3.3 The City may negotiate the Phase 3 extension option with the Contractor within one hundred eighty (180) Calendar Days prior to the expiry date of the Phase 3 portion of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.
- D6.3.4 Changes resulting from such negotiations shall become effective on the Phase 3 anniversary date of the respective year. Changes to Phase 3 shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D6.4 The Phases are inter-dependent.
- (a) The Phase 1 Project Plan and Environment Act Proposal must be developed concurrently with the operating details proposed for Phase 2 and Phase 3.
- D6.5 The Scope of Work for Phase 1 is outlined below and described in detail in Part E – Specifications:
- (a) Project Management;
- (b) Public Engagement;
- (c) Environment Act Proposal (EAP).
- D6.6 The Scope of Work for Phase 2 and Phase 3 is outlined below and described in detail in Part E – Specifications:
- (a) Project Management;
- (b) Regulatory Compliance;
- (i) Odour management;
- (ii) Leachate management;
- (iii) Management of application rates;
- (iv) Monitoring and reporting.
- (c) Plant and Equipment;
- (i) Supply equipment;
- (ii) Operate equipment;
- (iii) Maintain equipment;

- (d) Operation;
 - (i) Procuring sites, planning, scheduling;
 - (ii) Staging and handling of biosolids;
 - (iii) Contingency plan for wet weather;
 - (iv) Notification of residents;
 - (v) Application, spreading and incorporation into soil.
- (e) Health and Safety;
 - (i) Safeguards;
 - (ii) Training;
 - (iii) Emergency Response.

D6.6.1 Note that the biosolids will be transported from NEWPCC to the land application Delivery Site(s) under an existing City contract.

D6.7 The Work shall be done on an "as required" basis during the term of the Contract.

D6.7.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D6.7.2 Subject to C7.2, the City shall have no obligation under the Contract to purchase any quantity of any Work in excess of its actual operational requirements.

D6.8 Notwithstanding D6.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council.

D6.9 Notwithstanding D6.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of Work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work. The Contractor will be paid for all Work rendered up to the time of termination.

D7. INITIAL PROJECT RISKS AND RESPONSIBILITIES

D7.1 The Risk and Responsibility Matrix is provided following Section D of the RFP. The Contractor shall take ownership of all risks and responsibilities that are designated to the Contractor in the Risk and Responsibilities Matrix.

D8. CONTRACT ADMINISTRATOR

D8.1 The Contract Administrator is:

Amanda Wolfe, P.Eng.
Senior Project Engineer

Telephone No. 204.986.2808

Email: awolfe@winnipeg.ca

Proposals must be submitted to the address in B7.10.

D8.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D9. CONTRACTOR'S PERSONNEL

D9.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, competent personnel acceptable to the Contract Administrator.

D9.2 The Contractor shall not substitute or replace the Project Manager, Project Supervisor or Certified Crop Advisor throughout the duration of the Project without the written approval of the Contract Administrator.

D9.3 The Project Supervisor shall represent the Contractor on the Site.

D9.3.1 Further to C5.5, the Contract Administrator may give instructions or orders to the Contractor's Project Supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D10. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D10.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D10.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D10.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor 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.

D10.4 A Contractor who violates any provision of D10 may be determined to be in breach of Contract.

D11. NOTICES

D11.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204 949-1174

D11.2 Proposals must be submitted to the address in B7.10.

SUBMISSIONS

D12. AUTHORITY TO CARRY ON BUSINESS

D12.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D13. INSURANCE

D13.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) Commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;

- (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Work. 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) Contractor's pollution liability (CPL) insurance in the amount of at least two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate insuring against claims covering third-party injury and property damage claims and including clean-up costs and transported cargo as a result of pollution conditions arising suddenly or gradually from the Contractor operations and completed operations. Such policy to remain in place during the performance of the Work and throughout the warranty period.
- (d) Errors and Omission liability insurance in the amount of at least one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. Such policy to remain in place during the performance of the Work and throughout the warranty period.

D13.2 Deductibles shall be borne by the Contractor.

D13.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site.

D13.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D13.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D13.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

CONTROL OF WORK

D14. COMMENCEMENT

D14.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D14.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D12;
 - (ii) evidence of the insurance specified in D13;
 - (iii) evidence of the workers compensation coverage specified in C6.14;
 - (iv) evidence of COR/SECOR certification or letter from an independent reviewer, specified in B15.4
- (b) The Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D14.3 The City intends to award Phase 1 and Phase 2 by February 1, 2017.

D15. PROJECT MILESTONES

D15.1 Phase 1

D15.1.1 It is desired that the Contractor achieve the following Project milestones for Phase 1:

Phase 1: Public Engagement and Environment Act Proposal

Milestone	Timeline to Achieve
(a) Risk and Opportunity Workshop	Within 3 weeks of Award of Phase 1
(b) Draft Project Plan submitted to City for review	Within 1 month of Award of Phase 1
(c) Draft Public Engagement Plan submitted to City for review	Within 1 month of Award of Phase 1
(d) City review of draft Project Plan	Within 3 weeks of submission of draft Project Plan
(e) City review of draft Public Engagement Plan	Within 4 weeks of submission of draft Public Engagement Plan
(f) Final Project Plan submitted to City	Within 2 weeks of receiving City comments on draft Project Plan
(g) Final Public Engagement Plan submitted to City	Within 2 weeks of receiving City comments on draft Public Engagement Plan
(h) Draft Public Engagement materials	Within 2 months of Award of Phase 1
(i) City review of draft Public Engagement materials	Within 4 weeks of submission of draft Public Engagement materials
(j) Final Public Engagement materials submitted to City	Within 2 weeks of receiving City comments on draft Public Engagement materials
(k) Public Engagement materials posted online to City website	2 weeks prior to any in-person event
(l) Public Engagement Events	After Public Engagement Materials are finalized
(m) Draft Public Engagement Report submitted to City for review	Within 6 months of Award of Phase 1
(n) City review of draft Public Engagement Report	Within 4 weeks of submission of draft Public Engagement Report
(o) Final Public Engagement Report submitted to City	Within 2 weeks of receiving City comments on draft Public Engagement Report
(p) Draft Environment Act Proposal submitted to City for review	Within 8 months of Award of Phase 1
(q) City review of draft Environment Act Proposal	Within 4 weeks of submission of draft Environment Act Proposal
(r) Final Environment Act Proposal submitted to City	Within 2 weeks of receiving City comments on draft Environment Act Proposal
(s) Final Environment Act Proposal submitted to Regulator	Within 1 week of submitting final Environment Act Proposal to City
(t) Regulator review and approval of Environment Act Proposal	4 to 6 months after submission of Environment Act Proposal to Regulator

D15.1.2 For all documents submitted to the City, the minimum review period is three (3) weeks and should be commensurate to the number of pages and complexity of the document.

D15.1.3 All public engagement materials must be submitted to the City for review and approval before providing to the public:

- (a) The anticipated City review period for public engagement materials is 4 weeks;
- (b) All relevant public engagement materials should be posted online 2 weeks prior to an in-person event.

D15.2 Phase 2

D15.2.1 Phase 2 cannot proceed until the following Work is complete:

- (a) City obtains Regulator approval for Phase 2 based on the Project Plan of Phase 1. The timeline for Regulator approval for Phase 2 is estimated at 3 months after the final Project Plan is submitted to the City; and
- (b) The final Public Engagement Report of Phase 1 is submitted to the City.

D15.2.2 There is a preference to complete the pilot biosolids land application in 2017.

D15.3 Phase 3

D15.3.1 Phase 3 cannot proceed until the following Work is complete:

- (a) Environment Act Proposal of Phase 1 is complete and approved by Regulator; and
- (b) Phase 2 is complete.

D16. COOPERATION WITH CONTRACTORS

D16.1 Further to C6, other Contracts have been and may be awarded by the City that may require interaction with other Contractors during the course of carrying out this Contract. In particular, other Contracts may include:

- (a) Biosolids Transportation from NEWPCC Dewatering Facility;
- (b) NEWPCC BNR and Biosolids Upgrade project;
- (c) SEWPCC BNR Upgrade project.

D16.2 The Contractor shall cooperate and make suitable working arrangements with other Contractors to ensure satisfactory execution of the Work.

D16.3 All arrangements shall have the approval of the Contract Administrator in writing and should disagreement occur or should Contractors be unable to reach a satisfactory working arrangement for carrying out the Work, the Contract Administrator shall determine the manner for carrying out the Work or the arrangements necessary for proper protection or execution of the Work. The Contractor shall not be entitled to any additional payment for Work required or delays caused by interaction between contractors or on instructions from the Contract Administrator. The Contractor, however, shall assume full responsibility for Work so arranged or so directed by the Contract Administrator.

D17. EMPLOYEE BEHAVIOUR AND SUPERVISION

D17.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to persons working on behalf of the City and shall without limitation ensure that employees:

- (a) behave in a courteous and polite manner;
- (b) obey all posted safety rules;
- (c) leave all furnishings, equipment etc. moved during inspection and testing, in an "as found" condition at the completion of the Work;

- (d) use their own radio(s) or telephones or cellular telephones necessary for onsite communication.

D18. RECORDS

- D18.1 The Contractor shall keep detailed records of the Work completed under the Contract. The records and reporting requirements are described in Part E – Specifications.
- D18.2 The Contractor shall provide the Contract Administrator with a copy of the records and reports as described in Part E – Specifications.

D19. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D19.1 Further to B15.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B15.4.

MEASUREMENT AND PAYMENT

D20. INVOICES

- D20.1 Further to C11, the Contractor shall submit an invoice for each portion of Work performed to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: 204 949-0864
Email: CityWpgAP@winnipeg.ca

- D20.2 Invoices must clearly indicate, as a minimum:
 - (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of Work performed;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D20.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D20.4 Bid Submissions must be submitted to the address in B7.10.

D21. PAYMENT

- D21.1 Phase 1
 - D21.1.1 Project Plan
 - (a) Payment for the Project Plan lump sum will be made upon acceptance by the Contract Administrator of completion of all Project Plan requirements.
 - D21.1.2 Public Engagement
 - (a) Payment for the Public Engagement lump sum will be made according to the following:

- (i) 25% of the Public Engagement lump sum will be paid upon acceptance by the Contract Administrator of completion of all Public Engagement Plan requirements.
- (ii) 50% of the Public Engagement lump sum will be paid upon acceptance by the Contract Administrator of implementation of the Public Engagement Plan activities.
- (iii) 25% for the Public Engagement lump sum will be made upon acceptance by the Contract Administrator of completion of all Public Engagement Report requirements.

D21.1.3 Environment Act Proposal

- (a) Payment for the Environment Act Proposal lump sum will be made according to the following:
 - (i) 25% of the Environment Act Proposal lump sum will be paid upon acceptance of the Contract Administrator of the draft Environment Act Proposal.
 - (ii) 50% of the Environment Act Proposal lump sum will be paid upon acceptance by the Contract Administrator of the final Environment Act Proposal.
 - (iii) 25% of the Environment Act Proposal lump sum will be paid upon acceptance by the Contract Administrator of approval of EAP by Regulator.

D21.2 Phase 2

- (a) All payments for Phase 2 will be made on a unit basis, per wet tonne of biosolids applied, approved by the Contract Administrator.
- (b) Further to C11, the weight of biosolids measured for payment will be based on the amount recorded on the City of Winnipeg's computer system at the NEWPCC dewatering facility. A weigh ticket will be provided for each load and the weight indicated on the tickets shall be totaled monthly and used for monthly invoicing.

D21.3 Phase 3

- (a) All payments for Phase 3 will be made on a unit basis, per wet tonne of biosolids applied, approved by the Contract Administrator.
- (b) Further to C11, the weight of biosolids measured for payment will be based on the amount recorded on the City of Winnipeg's computer system at the NEWPCC dewatering facility. A weigh ticket will be provided for each load and the weight indicated on the tickets shall be totaled monthly and used for monthly invoicing.

D21.4 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D21.5 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

TOTAL PERFORMANCE

D22. TOTAL PERFORMANCE

- D22.1 The Contractor shall achieve Total Performance upon satisfactory completion of the Work pursuant to the Contract.
- D22.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be re-inspected.
- D22.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

WARRANTY

D23. WARRANTY

D23.1 Warranty is as stated in C12.

Risk and Responsibilities Matrix		
Note: Responsibility is denoted with an X. If the responsibility is shared, it is noted which party holds the primary responsibility and which party holds the secondary responsibility.		
Responsibilities	Contractor	City of Winnipeg
Biosolids treatment and processing at NEWPCC		X
Public engagement	X (Primary)	X (Secondary)
Consult with Rural Municipalities and communities	X (Primary)	X (Secondary)
Marketing to agricultural community	X	
Prepare Public Engagement materials	X	
Plan and coordinate Public Engagement events	X (Primary)	X (Secondary)
Secure land for application	X	
Prepare Nutrient Management Plans	X	
Determine application rates	X	
Plan and coordinate land application schedule	X (Primary)	X (Secondary)
Notify residents of application schedule	X	
Communicate with concerned residents	X	
Management and operation of biosolids land application	X (Primary)	X (Secondary)
Transport biosolids to Delivery Site(s)		X
Dump biosolids at Delivery Site(s)		X
Biosolids staging and handling at Delivery Site(s)	X	
Temporary structures/processes for storing biosolids at Delivery Site(s)	X	
Odour management	X	
Leachate management	X	
Transportation of biosolids after delivery	X	
Spreading biosolids and incorporation into soil	X	
Supply, operate and maintain all equipment for biosolids land application	X	
Sampling of biosolids, soil, water, etc.	X	
Monthly reporting to City	X	
Annual reporting to City	X	
Reporting to Regulator as per Environment Act Licence	X	
Prepare Environment Act Proposal for land application	X (Primary)	X (Secondary)
Submit Environment Act proposal to the City for review	X	
Submit final Environment Act proposal to the Regulator	X (Primary)	X (Secondary)
Health and Safety for biosolids land application	X	
Responsibilities	Contractor	City of Winnipeg
Reporting, containment, clean up, restoration, etc. of	X	

affected area for any spills during biosolids land application. See Environmental Preservation and Compliance Statement in Appendix 1.		
Note Once the Environment Act Licence (EAL) for biosolids land application is issued by the Regulator, it is the City's intention to enter into a subsequent agreement with the Contractor to transfer the responsibility of specific clauses of the EAL to the Contractor. The matrix above provides a high level outline of the clauses to be transferred to the Contractor.		

PART E - SPECIFICATIONS

E1. APPLICABLE SPECIFICATIONS

E1.1 These Specifications shall apply to the Work.

PHASE 1

E2. PROJECT MANAGEMENT

E2.1 Meetings

E2.1.1 Throughout the Contract, the Contractor shall meet regularly with the Contract Administrator to discuss progress, risks, schedule, etc. The meetings should be shown in Contractor's project schedule.

E2.1.2 Additional meetings can be accommodated to suit the Contractor's requirements, and should be shown in the project schedule.

E2.2 Risk Management

E2.2.1 The Contractor shall describe their risk management processes in the Project Plan.

E2.2.2 Risk and Opportunity Register

- (a) The City will develop a Risk and Opportunity Register. The Risk and Opportunity Register will be provided to the Contractor upon Award of Contract.
- (b) The Contractor shall review the Risk and Opportunity Register and provide comments on risks and proposed mitigation strategies within three (3) weeks of receiving the document.

E2.2.3 Risk and Opportunity Workshop

- (a) A Risk and Opportunity Assessment Workshop will be performed with the City. The Risk and Opportunity Assessment Workshop will be scheduled within three (3) weeks of Award of Contract.
- (b) The Contractor shall attend, participate and contribute in the Risk and Opportunity Assessment Workshop.
 - (i) Workshop length to be half a day and will be led by the City;
 - (ii) It is expected that a minimum of two Contractor personnel participate in the workshop;
 - (iii) The Risk and Opportunity Register will be updated by the City and forwarded to the Contractor.
- (c) The Contractor shall integrate the approved Risk and Opportunity mitigations and recommendations into the execution of the Project.

E2.2.4 The Contractor shall take ownership of all risks that are designated under the Contractor's responsibility.

E2.3 Project Plan

E2.3.1 The Contractor shall prepare a comprehensive Project Plan for all project phases, including but not limited to, the following details:

- (a) Project Purpose and Objectives;
- (b) Project Scope – work breakdown structure, deliverables;
- (c) Plant and Equipment – description and delivery plan;
- (d) Operation – description of proposed operations, including plan for wet weather;
- (e) Schedule;

- (f) Communication;
- (g) Health and Safety – response plan for accidents or incidents;
- (h) Environmental Spills – response plan for environmental clean-up of spills;
- (i) Risk Management – risks and mitigation strategies;
- (j) Quality Management;
- (k) Change Management;
- (l) Standard format and protocol for project reporting;
- (m) Standard format and protocol for project invoicing;
- (n) Standard format and protocol for recording of public inquiries.

These processes, formats and protocols shall be used throughout all phases of the Contract unless changes are approved by the City.

- E2.3.2 The draft Project Plan shall be submitted to the City one (1) month after Award of Contract. The Contractor should allow for a three (3) week review period for the City to provide comments. Upon receipt of the City comments, the Contractor shall implement the comments and submit the final Project Plan within two (2) weeks.

E3. PUBLIC ENGAGEMENT

- E3.1 Public Engagement is an integral part of the project. The Contractor is required to work with the public and all stakeholders in a co-operative and responsive manner.

E3.2 Public Engagement Plan

- E3.2.1 The Contractor shall develop a Public Engagement Plan that is based on IAP2 principles, best practices, and core values (see <http://iap2canada.ca/>). The Public Engagement Plan will follow a variety of approaches to public engagement so that processes are open and transparent, and captures the broadest range of feedback. Public engagement activities will genuinely seek input and feedback, rather than seek validation of proposed solutions. Public engagement will integrate into the development of the Environment Act Proposal. The Public Engagement Plan shall include:

- (a) Public engagement objectives, project risks and how the plan will address them;
- (b) Where the project is on the IAP2 Spectrum;
- (c) A list of stakeholders that ensures that all interests are represented, including how feedback will be sought from various stakeholders;
- (d) Strategies for reaching stakeholders, including the broader rural community, which may include using partnering with organizations, etc.;
- (e) Delivery timelines, including the public's role in the decision-making process, as well as the decision points in the project's timelines; and
- (f) Other information as necessary.

- E3.2.2 The Contractor will work with the City to review the Public Engagement Plan and processes. All public engagement activities must be approved by the City.

- E3.2.3 The draft Public Engagement Plan shall be submitted to the City one (1) month after Award of Contract. The Contractor should allow for a four (4) week review period for the City to provide comments. Upon receipt of the City comments, the Contractor shall implement the comments and submit the final Public Engagement Plan within two (2) weeks.

E3.3 Implementation

- E3.3.1 The Contractor shall implement the Public Engagement Plan, after it is approved by the City. Public engagement activities to be completed by the Contractor include, but are not limited to;

- (a) Identify, meet and establish relationships with key stakeholders, which may include senior administration and elected officials in the Rural Municipalities;
- (b) Prepare the public engagement materials. All public engagement materials must be submitted to the City for review and approval before providing to the public:
 - (i) The anticipated City review period for public engagement materials will be 4 weeks;
 - (ii) All relevant public engagement materials will need to be posted online 2 weeks prior to an in-person event.
- (c) Coordinate public events, including book facilities, coordinate staff, assist in coordinating communications and promotion needs, etc. The City will cover administrative costs for public engagement events including venue rental charges, equipment rental, catering, translation, printing, postage, courier, newspaper advertising, photocopying, etc. subject to prior approval by the Contract Administrator. Wherever possible, City facilities will be used to host public events.

E3.3.2 The project's website shall be hosted on the City's Water and Waste Public Engagement website, which will be an ongoing virtual space for engagement: <http://wwdengage.winnipeg.ca/>. The Contractor will provide the Public Engagement materials to the City, and the City will update the website. Online engagement will be a key part of the Public Engagement Plan.

E3.4 Public Engagement Report

E3.4.1 The Contractor shall prepare a Public Engagement Report on the processes and results. The Report will be posted online so that stakeholders can see how their input has been considered and used. The Report should include:

- (a) Cataloguing public input and project response to it;
- (b) A detailed record of all promotions and communications, attendance numbers and details of events;
- (c) A summary of findings and results, as well as detailed analysis of any feedback provided;
- (d) Other information as required.

E3.4.2 The draft Public Engagement Report shall be submitted to the City six (6) months after Award of Contract. The Contractor should allow for a four (4) week review period for the City to provide comments. Upon receipt of the City comments, the Contractor shall implement the comments and submit the final Public Engagement Report within two (2) weeks.

E4. ENVIRONMENT ACT PROPOSAL

E4.1 The Contractor shall prepare an Environment Act Proposal for a licence to operate biosolids land application on behalf of the City. The Environment Act Proposal must be completed in accordance with the assessment and licencing process outlined in the Manitoba Environment Act and associated Regulations. Details on the assessment and licencing process can be found at: http://www.gov.mb.ca/conservation/eal/publs/info_eal.pdf

E4.2 The draft Environment Act Proposal shall be submitted to the City for review. The Contractor should allow for a four (4) week review period for the City to provide comments. Upon receipt of the City comments, the Contractor shall implement the comments and submit the final Environment Act Proposal back to the City within two (2) weeks.

E4.3 The Contractor will submit the final Environment Act Proposal to the Regulator. The Regulator review period is estimated at four (4) to six (6) months. The Regulator review period depends on the quality of the Environment Act Proposal submission, level of public interest, and other factors.

- E4.4 During the Regulator review period, the Regulator may have questions and/or may request information. The Contractor shall provide information as required.
- E4.5 The Environment Act Licence (EAL) for biosolids land application will be issued to the City as the Licensee. Once the EAL is issued by the Regulator, it is the City's intention to enter into a subsequent agreement with the Contractor to transfer the responsibility of specific clauses of the EAL to the Contractor. The Risk and Responsibilities matrix in this RFP provides a high level outline of the clauses to be transferred to the Contractor.

PHASE 2 AND PHASE 3

E5. PROJECT MANAGEMENT

E5.1 Communication

- E5.1.1 The Contractor shall have staff available seven (7) days per week to communicate with the City.
- E5.1.2 The Contractor shall maintain means of communication, such as cellular telephones, with all their staff involved with the Contract.

E5.2 Meetings

- E5.2.1 Throughout the Contract, the Contractor shall meet regularly with the City to discuss progress, risks, schedule, etc. The meetings should be shown in Contractor's project schedule.
- E5.2.2 Additional meetings can be accommodated to suit the Contractor's requirements, and should be shown in the project schedule.

E5.3 Risk Management

- E5.3.1 The Risk and Opportunity Register shall be updated annually by the City and forwarded to the Contractor.
- (a) The Contractor shall review the Risk and Opportunity Register and provide comments on risks and proposed mitigation strategies within three (3) weeks of receiving the document.
 - (b) The Contractor shall integrate the approved Risk and Opportunity mitigations and recommendations into the execution of the Project.
- E5.3.2 The Contractor shall take ownership of all risks that are designated under the Contractor's responsibility.

E5.4 Project Plan

- E5.4.1 The Project Plan shall be updated annually by the Contractor.

E5.5 Reporting

- E5.5.1 The Contractor is required to function in a co-operative, coordinated and responsive manner with the City, the public and other stakeholders. All administrative functions such as reporting, invoicing and recording of public inquiries must be maintained in a consistent and effective manner.
- E5.5.2 The Contractor shall submit a monthly report to the City during the application season, due the 15th day of each month, for all Work performed during the previous calendar month, with the following details, where applicable:
- (a) Total tonnage of biosolids applied per month and year to date;
 - (b) Details of the year to date land application activities. For each Application Site, include the location, area spread, tonnage spread, application rate and application date(s);

- (c) Summary of results for biosolids sampling, soil sampling and water sampling, including locations, quantities and analytical data;
- (d) Copies of Nutrient Management Plan(s);
- (e) Summary of all queries and complaints about biosolids land application, the response given and any follow-up actions;
- (f) Summary of all incidents, accidents and spills including corrective and/or preventative action taken;
- (g) Invoice for Work completed.

E5.5.3 The Contractor shall submit an annual report to the City or before the 15th day of January for each year the Contract is in force, with the following information, where applicable:

- (a) Details of biosolids land application carried out during the previous calendar year. For each Application Site, include the location, area spread, tonnage spread, application rate and application date(s);
- (b) Details of the biosolids land application proposed to be carried out during the one year period following the issuance of the report. For each proposed Application Site, include the location, spreadable area, proposed tonnage, proposed application rate and proposed date(s) of application;
- (c) Summary of results for biosolids sampling, soil sampling and water sampling, including locations, quantities and analytical data;
- (d) Copies of Nutrient Management Plan(s);
- (e) Summary of all queries and complaints, the response given and any follow-up actions;
- (f) Summary of all incidents, accidents and spills including corrective and/or preventative action taken;
- (g) Recommended changes;
- (h) Other requirements outlined in the new Environment Act Licence.

E5.5.4 The requirements for the annual report are subject to change, depending on the reporting requirements in the new Environment Act Licence. The annual report requirements to the City outlined in E5.5.3 can be adjusted to suit the new Environment Act Licence requirements.

E5.5.5 The Contractor shall submit reports to the Regulator as outlined in the new Environment Act Licence.

E5.5.6 If the monthly report(s) and/or the annual report are submitted to the City after the outlined dates, payment may be withheld until the report(s) are submitted.

E6. REGULATORY COMPLIANCE

E6.1 General

E6.1.1 The Contractor shall operate biosolids land application in compliance with all applicable standards, regulations and legislative requirements, including but not limited to:

- (a) The Environment Act Licence for biosolids land application issued by the Regulator;
- (b) The Nutrient Management Regulation 62/2008
http://web2.gov.mb.ca/laws/regs/current/_pdf-regs.php?reg=62/2008 ;
- (c) The Water Protection Act C.C.S.M. c. W65
<http://web2.gov.mb.ca/laws/statutes/ccsm/w065e.php>

E6.1.2 The Contractor shall, as a minimum, utilize the most current industry best management practices, including but not limited to:

- (a) The Canadian Council of Ministers of the Environment (CCME) Guidance Document for the Beneficial Use of Municipal Biosolids, Municipal Sludge and Treated Septage.

http://www.ccme.ca/files/Resources/waste/biosolids/pn_1473_biosolids_guidance_eng_1.0.pdf

- E6.1.3 The Contractor shall coordinate and obtain approval/permit(s) where required such as approval from the Rural Municipalities, etc.
- E6.2 Application Limits
- E6.2.1 The Contractor must operate biosolids land application in accordance with the Nutrient Management Regulation, including but not limited to, the nutrient application limits, restrictions, requirements, etc.
- E6.2.2 The Contractor must have personnel qualified to prepare Nutrient Management Plans in accordance with the Nutrient Management Regulation. Copies of the certifications must be available to the City upon request.
- E6.3 Monitoring and Sampling
- E6.3.1 The Contractor shall comply with all monitoring and sampling requirements for biosolids land application, including but not limited to:
- (a) Requirements outlined in the new Environment Act Licence;
 - (b) Requirements outlined in the Nutrient Management Regulation;
 - (c) CCME Guidelines;
 - (d) Industry best management practices.
- E6.4 Reporting
- E6.4.1 The Contractor shall comply with all reporting requirements for biosolids land application, including but not limited to:
- (a) Requirements outlined in E5.5;
 - (b) Requirements outlined in the new Environment Act Licence;
 - (c) Requirements outlined in the Nutrient Management Regulation;
 - (d) CCME Guidelines;
 - (e) Industry best management practices.
- E6.4.2 The Contractor shall keep detailed up-to-date records of activities related to the Contract. Records to be kept by the Contractor shall include the following:
- (a) Environment Act Proposal;
 - (b) Environment Act Licence and amendments;
 - (c) Nutrient Management Plans;
 - (d) Tonnage of biosolids received;
 - (e) Tonnage of biosolids stored and applied;
 - (f) Results of any lab analysis of biosolids, biosolids product, soil, water, etc.;
 - (g) Details of complaint calls, with the name and address of caller and actions taken;
 - (h) All reports and invoices generated for the City of Winnipeg.
- E6.4.3 The Contractor shall turn over all electronic and paper copies of all records to the City at the termination of the contract

E7. ENVIRONMENTAL PRESERVATION AND COMPLIANCE STATEMENT

- E7.1 The Contractor and their Subcontractors, Subconsultants or partners shall be aware of their obligation as stated in the Wastewater Services Environmental Preservation and Compliance Statement in Appendix 1.

- E7.2 Further to the Environmental Preservation and Compliance Statement, the Contractor is responsible for the immediate cleanup of **any spillage** resulting from the Contractor's operation. Any spillage must be cleaned up within four (4) hours of occurrence. In the event the City is forced to cleanup such spillage, all costs in this regard will be charged to the Contractor and deducted from his payment for Work actually done, as further set out in Section E11.7 Damages.
- E7.3 Two (2) major incidents of spillage as determined by the Contract Administrator in any twelve (12) month period of the Contract may be cause for termination of the Contract.

E8. QUANTITIES

E8.1 General

- E8.1.1 The monthly production of biosolids from the NEWPCC dewatering facility is shown in Table 1;

Table 1: Monthly Biosolids Production January 2012 – December 2015

Year	Month	Wet Tonne	Dry Tonne	% Total Solids
2012	January	4,502	1,064	23.7
2012	February	3,739	942	25.0
2012	March	4,563	1,353	29.8
2012	April	3,438	1,038	30.1
2012	May	4,633	1,272	27.4
2012	June	3,831	1,063	27.5
2012	July	4,376	1,005	23.0
2012	August	3,737	935	25.0
2012	September	3,746	889	23.8
2012	October	5,798	1,345	23.3
2012	November	4,403	1,134	25.7
2012	December	4,038	989	24.5
2012		Total: 50,804	Total: 13,029	Average: 25.7

Year	Month	Wet Tonne	Dry Tonne	% Total Solids
2013	January	4,098	1,030	25.1
2013	February	3,520	928	26.3
2013	March	3,885	1,043	26.3
2013	April	4,826	1,468	30.5
2013	May	5,001	1,601	32.0
2013	June	3,989	1,197	30.0
2013	July	4,692	1,249	26.5
2013	August	3,943	1,002	25.4
2013	September	3,831	891	23.3
2013	October	4,617	1,063	23.1
2013	November	3,478	721	20.7
2013	December	3,400	734	21.5
2013		Total: 49,280	Total: 12,927	Average: 25.9

Year	Month	Wet Tonne	Dry Tonne	% Total Solids
2014	January	4,438	980	22.2
2014	February	3,418	875	25.6
2014	March	3,891	1,028	28.0
2014	April	4,310	1,369	31.7
2014	May	4,464	1,435	32.3
2014	June	4,895	1,488	30.5
2014	July	4,414	1,444	32.9
2014	August	4,378	1,255	28.7
2014	September	4,321	1,242	28.9
2014	October	3,920	993	25.2
2014	November	2,812	671	23.9
2014	December	3,902	907	23.3
2014		Total : 49,163	Total: 13,687	Average: 27.8

Year	Month	Wet Tonne	Dry Tonne	% Total Solids
2015	January	3,936	879	22.3
2015	February	3,658	925	25.3
2015	March	4,458	1,247	28.0
2015	April	4,184	1,219	29.1
2015	May	4,311	1,224	28.4
2015	June	4,541	1,337	29.4
2015	July	4,137	1,181	28.6
2015	August	3,321	916	27.6
2015	September	4,258	1,153	27.0
2015	October	3,937	986	25.1
2015	November	3,573	877	24.8
2015	December	3,588	924	25.7
2015		Total: 47,903	Total: 12,869	Average:26.7

- E8.1.2 Biosolids data, including monthly biosolids produced, solids concentration, and biosolids quality, is summarized in the Biosolids Compliance Reports, available on the City website: <http://winnipeg.ca/waterandwaste/sewage/WPCCLicenseMonitor.stm#complianceReports>
- E8.1.3 The actual daily production of biosolids varies greatly, from day to day, month to month and season to season.
- E8.2 Phase 2 Quantities
- E8.2.1 Biosolids available for Phase 2 Pilot Land Application is approximately 5,000 wet tonnes.
- E8.3 Phase 3 Quantities
- E8.3.1 Biosolids available for Phase 3 Full Land Application is approximately 70% of monthly biosolids produced during the application season, which works out to be approximately 20,000 wet tonnes.

E8.3.2 For bidding purposes, a figure of 70% of the monthly biosolids produced between April and October was used in determining the estimated 20,000 wet tonnes shown in Form B: Prices.

E8.4 NEWPCC Scale Calibration

E8.4.1 Quantities utilized for payment purposes shall be solely determined by the electronic loading scale at the NEWPCC dewatering facility. This equipment will be recalibrated a minimum of once per year. The Contractor may be present during recalibration.

E8.4.2 The Contractor may, at any time request a scale recalibration. Scale accuracy shall be taken at $\pm 3\%$. The City will adjust the volume of biosolids applied in the previous six months as well as pay for the equipment recalibration costs, if the scale is found to be out of calibration in excess of $\pm 3\%$. If the scale is found to be within tolerance, the Contractor will pay for the recalibration costs.

E9. BIOSOLIDS CHARACTERISTICS

E9.1 The historic biosolids characteristics, including concentrations of nutrients, metals, etc. are summarized in the Biosolids Compliance Reports, available on the City website: <http://winnipeg.ca/waterandwaste/sewage/WPCClicenseMonitor.stm#complianceReports>

E9.2 Biosolids are dewatered by centrifuges to approximately 20-30 percent solids, at the NEWPCC Dewatering Facility. The density of the biosolids is approximately 1000 kilograms per cubic metre. The City makes no guarantee as to the density, content, quality or other characteristics of this material.

E10. PLANT AND EQUIPMENT

E10.1 General

E10.1.1 The Contractor shall have available the necessary equipment and manpower to carry out the Work specified herein. Should the primary equipment or manpower not be available for any reason, they shall be immediately replaced from reserve equipment and manpower.

E10.1.2 The equipment to be utilized on this Contract can be used equipment. Used equipment shall be in first class working condition such that this equipment can satisfactorily perform the Work of the Contract.

E10.2 Maintenance of Equipment

E10.2.1 The Contractor shall maintain the equipment to perform the Work of the Contract.

E10.2.2 Equipment utilized on this Contract shall conform to all applicable regulations, including Province of Manitoba, Department of Transportation and Government Services regulations.

E11. OPERATION

E11.1 General

E11.1.1 The Contractor shall ensure that all persons in their employ working on the Contract have been properly trained and possess the necessary permits as well as the necessary skills to safely and effectively operate all equipment and ensure that the biosolids are used in accordance with the applicable regulations.

E11.2 Hours of Work

E11.2.1 The biosolids are normally loaded at NEWPCC for transportation offsite Monday through Saturday between the hours of 5:30 am to 3:30 pm.

E11.2.2 Requests to adjust these hours can be made to the Contract Administrator.

E11.3 Noise Control

- E11.3.1 The Contractor shall conduct all operations in such a manner that they will minimize noise annoyance to residents in the area of operations and shall comply with all applicable federal, provincial and municipal laws, guidelines, regulations and ordinances. Vehicles carrying biosolids shall be routed in such a manner to minimize annoyance to the public.
- E11.4 Coordination with Bid Opportunity 355-2015
- E11.4.1 Bid Opportunity 355-2015 for Biosolids Transportation from NEWPCC Dewatering Facility to BRRMF was awarded to Wintec Building Services Inc. (Wintec) for the period from January 2016 to December 31, 2020, with the option of two (2) mutually agreed upon two (2) year extensions. Biosolids will be transported from NEWPCC to the land application Delivery Site(s) by Wintec.
- E11.4.2 Bid Opportunity 355-2015 includes the option of hauling biosolids to BRRMF, or to other locations. The price of Bid Opportunity 355-2015 is based on a maximum one way hauling distance of 55 km.
- E11.4.3 If Wintec is required to transport biosolids a distance greater than 55 km one way for biosolids land application, the City will negotiate the transportation with Wintec. Delivery Site(s) within 55 km of NEWPCC are preferred. Biosolids will not be delivered to Delivery Site(s) greater than 100 km one way from NEWPCC.
- E11.5 Method of Measurement
- E11.5.1 The land application of biosolids will be measured on a wet tonne basis as noted in Form B: Prices. The quantity to be paid for shall be total number of tonnes of biosolids that are land applied, as indicated by the waybills and transaction records. The biosolids will be weighed at NEWPCC in the Wintec vehicles, and a copy of each waybill will be given to the Contractor when the biosolids are delivered for land application.
- E11.5.2 The Contractor shall furnish transaction records to the City upon request for comparison and control purposes.
- E11.6 Scheduling
- E11.6.1 Contractor shall provide a land application schedule, including proposed Delivery Site(s) and Application Sites, to the City at least 2 weeks in advance of application.
- E11.6.2 Delivery Site(s) and Application Sites must be approved by the City and affected Rural Municipalities.
- E11.6.3 The City and Rural Municipalities reserve the right to reject Delivery Site(s) and/or Application Sites. Reasons for rejection may include, but are not limited to:
- (a) The reasonable expectation that the Site may damage the public perception of the biosolids land application;
 - (b) The distance to Delivery Site(s) is greater than 100 km one way from NEWPCC.
- E11.6.4 Biosolids will be delivered from NEWPCC to the Delivery Site(s) by Wintec Building Services Inc. under Bid Opportunity 355-2015. Wintec will deliver the biosolids to the Delivery Site(s) using hauling tractors with tri-axle ejector trailers. After delivery, the Contractor will be responsible for biosolids management, including but not limited to: staging and handling of biosolids, temporary storage, odour management, leachate management, etc.
- E11.6.5 Contractor shall have a contingency plan for wet weather or unsuitable field conditions. When these conditions arise, the Contractor will make a recommendation to the Contract Administrator whether or not to implement the contingency plan. The Contract Administrator will have the final decision on the location of biosolids delivery and scheduling.
- E11.6.6 Note that the paved storage pad located in the Rural Municipality of West St. Paul is no longer available for biosolids storage.

E11.6.7 The City compost pilot project is the priority for biosolids delivery. The City intends to fulfill the compost pilot project first before land application. It is expected that at least 1 truck load per day will go to BRRMF, either for landfill or composting.

E11.6.8 Pick up and/or delivery to the BRRMF is subject to Landfill Operating hours.

E11.7 Damages

E11.7.1 Further to C18, the following rights and remedies are available to the City:

- (a) In the event the Contractor is unable to manage the Work and in the opinion of the Contract Administrator, the biosolids must be disposed elsewhere, the City will take whatever steps are necessary to dispose of the biosolids. All costs in this regard will be charged to the Contractor and deducted from the Contractor's monthly payments;
- (b) Biosolids delivered to or applied on unapproved or undesignated Sites shall be removed and transported to an approved location as advised by the Contract Administrator. All costs for this removal to be paid for by the Contractor;
- (c) Special care shall be taken to avoid damage to existing adjacent structures and/or property (public or private), including drives, fences, etc. as a result of any act or omission on the part of the Contractor, his employees or agents during the course of the Work. Any damages caused by the Contractor or his agents during the execution of this Contract shall be repaired by the Contractor to a condition similar and equal to that existing before such damage or injury was done. The City and Contractor shall agree to a schedule of repairs within 2 Business Days of the occurrence. If the Contractor fails to make repairs on schedule, the City shall repair the damage, and all costs in this regard will be charged to the Contractor and deducted from the Contractor's monthly payments;
- (d) The Contractor shall be responsible for any other costs incurred by the City due to the Contractor's failure to carry out the Work in accordance with the Contract.

E11.7.2 Any costs or other damages provided for in section E11.7 shall be deducted from the Contractor's monthly payments. Times and assessments will be documented and presented to the Contractor in writing from the City at the time of infraction or as soon thereafter as the City becomes aware of the violation of Contract provisions.

E11.8 Notification

E11.8.1 The Contractor shall notify residents prior to biosolids land application. The notification process may be different for each Rural Municipality. A record of these notifications shall be provided to the City within 24 hours of the notification having been made.

E11.8.2 The Contractor shall have staff available to answer questions from the public during application and shall provide a contact number for people to call. The Contractor shall inform the City within 24 hours of any public contact.

E11.8.3 The Contractor shall respond to any questions or queries from the public within 24 hours.

E11.8.4 Public support is fundamental to the success of biosolids land application. The Contractor shall make every effort to generate a perception, on the part of the public, that the Contractor's operations are well organized and that his equipment and work areas are clean.

E12. HEALTH AND SAFETY

E12.1 General

E12.1.1 The Contractor must have experience in the handling of municipal biosolids. The Contractor is responsible for health and safety for biosolids land application. The following is a reminder and does not relieve the Contractor from their Health and Safety obligations.

E12.2 Possible Health Risks

E12.2.1 Studies in Canada and the U.S.A. have shown that when appropriate precautions are followed there are no significant health problems for personnel in regular contact with biosolids. Since biosolids do contain some disease-causing organisms, it is **EXTREMELY** important for workers involved in biosolids handling to practice safe work procedures.

E12.3 Personal Health Safeguards

E12.3.1 ALL personnel involved in biosolids handling **MUST** follow proper hygiene procedures to safeguard their own health.

E12.3.2 The following recommendations are consistent with proper hygiene procedures.

- (a) Illness can spread through ingestion, direct contact through cuts or through inhalation. Avoid ingestion, direct contact with open cuts or inhalation of biosolids as illness does spread through any of these methods.
- (b) Exercise good **PERSONAL HYGIENE**. Always **WASH** your hands with soap before eating, drinking or smoking. Avoid touching your face, mouth, eyes or nose before washing your hands. Special cleaning kits can be used when water is not available. A shower after each day of Work is recommended. In general, wash frequently.
- (c) Wear boots and outer clothing which are reserved for biosolids related work, and which stay at the workplace. Remove them before entering non-work areas, particularly where food is present. Wear rubber gloves when your hands may come into contact with biosolids, particularly if you have any cuts. Be sure to remove the gloves before touching your steering wheel, pen, record book, etc.
- (d) If you are inadvertently sprayed with biosolids, change your clothes and take a shower.
- (e) Have regular medical checkups. Report any unusual illnesses to your physician who should be made aware of the work you do and the material you work with.

E12.4 Training

E12.4.1 The Contractor shall ensure that all persons in its employ working on the Contract have been properly trained and possess the necessary skills to safely and effectively operate all equipment and ensure that biosolids are hauled and utilized in accordance with the Occupational Health and Safety Act.

E12.4.2 The Contractor shall ensure that only competent workers as defined by the Occupational Health and Safety Act are used to perform Work on this Contract.

E12.5 Emergency Response Procedures

E12.5.1 The Contractor shall provide health and safety and spill response procedures as part of the Project Plan. The procedures shall address action to be taken in the event of potential incidents, accidents or spills that may occur during biosolids land application.