



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 516-2010

**REQUEST FOR PROPOSAL FOR A PROJECT COORDINATOR (PROJECT
MANAGER) FOR THE DEVELOPMENT OF THE WINNIPEG POLICE SERVICE
HEADQUARTERS AT 266 GRAHAM AVENUE (FORMER CANADA POST
BUILDING) IN WINNIPEG**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 REQUEST FOR PROPOSAL FOR A PROJECT COORDINATOR (PROJECT MANAGER) FOR THE DEVELOPMENT OF THE WINNIPEG POLICE SERVICE HEADQUARTERS AT 266 GRAHAM AVENUE (FORMER CANADA POST BUILDING) IN WINNIPEG

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 30, 2010.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION AND BIDDERS CONFERENCE

- B3.1 The Project Manager or an authorized representative will conduct Site Investigation tours of the existing Canada Post Building and other Winnipeg Police Service (WPS) facilities on:

(a) July 27, 2010:

- 9:00 a.m. – Meet at Materials Management, Main Floor, 185 King Street
- 9:30 a.m. – Public Safety Building at 151 Princess Street;
- 11:00 a.m. – WPS Evidence Storage Facility at 850 Empress Street;
- 12:00 noon – Lunch Break (on your own)
- 1:15 p.m. – 911 Communication Centre at 700 Assiniboine Park Drive;
- 2:30 p.m. – Existing Canada Post Building at 266 Graham Avenue;
- 4:00 p.m. – Meet back at Materials Management for questions and answers session, Main Floor, 185 King Street

- B3.1.1 Bidders are requested to register for the Site Investigation by contacting the Project Manager identified in D3.
- B3.2 Bidders are advised that the taking of photographs or video recordings is prohibited during the Site Investigation.
- B3.3 Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Bidders attend. Access at other times is strictly prohibited at some of the sites.
- B3.4 The Bidder shall not be entitled to rely on any information or interpretation received at the Site Investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Project Manager in writing.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Project Manager identified in D3.1.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Project Manager of the error, discrepancy or omission at least four (4) Business Days prior to the Submission Deadline.
- B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

- B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Bidders by issuing an addendum.
- B4.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Bidder who made the enquiry.
- B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

B5. AVAILABLE INFORMATION

- B5.1 The City maintains an FTP site (File Transfer Protocol) for documents (drawings and reports) related to this Project.
- B5.2 Access to the FTP site is available **only** to Persons who register with the Project Manager listed in D3.1.
- B5.2.1 The City's Project Manager may, acting reasonably, decline requests for registration.
- B5.3 Bidders are advised that the forwarding of the FTP Site link or the information on the site is strictly prohibited.
- B5.4 The City makes no representations or warranties with respect to the accuracy or sufficiency of information made available on its FTP Site.

B6. CONFIDENTIALITY

- B6.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Bidder before receipt hereof; or
 - (b) becomes publicly known other than through the Bidder; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B6.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B7. ADDENDA

- B7.1 The Project Manager may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B7.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B7.2.1 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>
- B7.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B7.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B8. PROPOSAL SUBMISSION

B8.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal (Section A);
- (b) Fees (Section B);

B8.2 The Proposal should also consist of the following components:

- (a) Experience of Bidder and Subcontractors, if any (Section C);
- (b) Experience of Key Personnel Assigned to the Project (Section D);
- (c) Project Understanding and Methodology (Section E); and

B8.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B8.3.1 Bidders should submit one (1) unbound original (marked "original") and five (5) copies.

B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.

B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, including the General Conditions, will be evaluated in accordance with B21.1(a).

B8.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.

B8.6.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.

B8.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B8.8 Proposals shall be submitted to:

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

B9. PROPOSAL

B9.1 The Bidder shall complete Form A: Proposal, making all required entries.

B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;

- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B9.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B9.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. FEES (SECTION B)

B10.1 The Proposal shall include a **Fixed Fee** for each of the following phases of the Work:

- (a) General services:
- (b) Coordination of Pre-Design activities:
- (c) Coordination of Schematic Design:
- (d) Coordination of Design Development:
- (e) Coordination of construction contract document preparation:
- (f) Coordination of tendering:
- (g) Contract Administration/Coordination:
- (h) Post Construction/Coordination Services
- (i) Furniture, Fixtures and Equipment
- (j) Move Management

B10.2 Details of the Scope of Work are provided under D5 and D6.

B10.3 The Fixed Fee shall be broken down by phase as shown on Form B: Fees.

B10.3.1 The Fixed Fee shall include costs for out of town travel, related meals, accommodations and all disbursements for the duration of the Project.

B10.4 The Fee Proposal should also include, as a separate attachment, a Schedule of Hourly Fees for key personnel assigned to the Project, for additional Work required to complete the Project, but not anticipated at the time of Award of Contract.

- B10.5 Notwithstanding B10.3, the Bidder should indicate applicable MRST separately on Form B: Fees.
- B10.6 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. EXPERIENCE OF BIDDER AND SUBCONTRACTOR, IF ANY (SECTION C)

- B11.1 Proposals should include:
- (a) details demonstrating the history and experience of the Bidder and Subcontractors, if any in providing management of construction and contract administration services on up to three projects of similar size and complexity;
- B11.1.1 Submissions may also include experience in facilities with similar uses to those required for this Project.
- B11.2 For each project listed in B11.1, the Bidder should submit:
- (a) description of the project;
 - (b) role of the Bidder and/or Subcontractor;
 - (c) Project's original contracted construction cost and final construction cost;
 - (d) schedule (anticipated project schedule and actual project delivery schedule);
 - (e) Project owner;
 - (f) reference information (two current names with telephone numbers per project).
- B11.2.1 Where applicable, information should be separated into Bidder and Subcontractor project listings.
- B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Bidder and Subcontractors.

B12. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

- B12.1 Describe your approach to overall team formation and coordination of team members.
- B12.1.1 Include an organizational chart for the Project identifying the roles of each of the key participants.
- B12.2 Submit the experience and qualifications of the Key Personnel assigned to the Project including the key Project Coordinator and other staff assigned to this Project. Include:
- (a) educational background and degrees,
 - (b) professional recognition,
 - (c) job title,
 - (d) years of experience in current position,
 - (e) years of experience in design and construction, and
 - (f) years of experience with existing employer.
- B12.3 For each person identified in B12.2 list the percent of time to be dedicated to the Project. Provide information in accordance with the Scope of Work phases identified in B13.2.
- B12.4 For each person identified, including the key Project Coordinator and other staff assigned to this Project, list at least two projects of comparable size and complexity in which they have played a

primary role. If a project selected for a key person is included in B11.1, provide only the project name and the role of the key person. For other projects provide the following:

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

B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E) -

B13.1 Describe your firm's project management approach and team organization during the performance of the services, so that the evaluation committee has a clear understanding of the methods the Bidder will use in the delivery of this Project.

B13.2 Methodology should be presented in accordance with the following Scope of Work phases:

- (a) General services:
- (b) Coordination of Pre-Design activities:
- (c) Coordination of Schematic Design:
- (d) Coordination of Design Development:
- (e) Coordination of construction contract document preparation:
- (f) Coordination of tendering:
- (g) Contract Administration/Coordination:
- (h) Post Construction/Coordination Services
- (i) Furniture, Fixtures and Equipment
- (j) Move Management

B14. QUALIFICATION

B14.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract;
- (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; and
- (d) have or establish and staff an office in Winnipeg for the duration of the Project.

B14.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B14.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and

- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) demonstrate that they have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract.
- (e) demonstrate that they have the knowledge and understanding of the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract.

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

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

B15. ELIGIBILITY

B15.1 Various organizations provided investigative services with respect to the condition of the Canada Post building. Copies of all reports are available on the City's FTP Site (B5). In the City's opinion, this relationship or association does not create a conflict of interest or will not likely create a perception of conflict of interest because of this full disclosure of the condition reports and related information. The organizations are:

- (a) Shindico Realty Inc.
- (b) AECOM Canada Ltd.
- (c) LM Architectural Group
- (d) Bird Construction Ltd.
- (e) Crosier, Kilgour and Partners Ltd.
- (f) Goulet Elevator Services
- (g) SMS Engineering Ltd.
- (h) Pinchin Environmental Ltd.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

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

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

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

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Bidder 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 Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

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

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 Bidder'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 Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

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

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

B19. INTERVIEWS

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

B20. NEGOTIATIONS

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

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

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

B21. EVALUATION OF PROPOSALS

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

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B14: (pass/fail)
 - (c) Fees; (Section B) 40%
 - (d) Experience of Bidder and Subcontractor, if any; (Section C) 5%
 - (e) Experience of Key Personnel Assigned to the Project; (Section D) 50%
 - (f) Project Understanding and Methodology (Section E) 5%
- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.
- B21.4 Further to B21.1(c), Fees will be evaluated based on Fees submitted on Form B.
- B21.5 Further to B21.1(d), Experience of Bidder and Subcontractor, if any, will be evaluated considering the experience of the organization on architectural and/or engineering projects for police facilities or facilities with similar uses and similar size and complexity.
- B21.6 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on projects of comparable size and complexity, including the lead Project Coordinator and the managers of the key disciplines.
- B21.7 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.
- B21.8 Notwithstanding B21.1(d) to B21.1(f), where Bidders fail to provide responses to B8.2, the score of zero or fail will be assigned to that Section.

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 Bidder, even though one or all of the Bidders 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 Bidder submitting the most advantageous offer.
- B22.4 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).**
- B22.4.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Project Manager.

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
- C0.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for 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.

D2. DEFINITIONS

D2.1 When used in this Request for Proposal:

- (a) "**Project Coordinator**" has the same meaning as Contractor and means the Person undertaking the performance of the Work under the terms of the Contract;
- (b) "**Proposal**" means the offer contained in the Proposal Submission;
- (c) "**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;
- (d) "**Request for Proposal**" means the Proposal Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda;
- (e) .

D2.2 Notwithstanding C1.1, when used in this Request for Proposal:

- (a) "**Contract Administrator**" means Project Manager;

D3. PROJECT MANAGER

D3.1 The Project Manager is:

Abdul Aziz, P.Eng.

Email: aaziz@winnipeg.ca

Telephone No. (204) 986-6213

Facsimile No. (204) 986-3267

D3.2 For access to the FTP Site, please email your request to the above email address.

D3.3 All correspondence or contact by Bidders with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Bidders Proposal Submission.

D3.4 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Work.

D4. BACKGROUND

D4.1 In December 2007, City Council approved the 2008 Capital Budget and the 2009-2013 Five Year Forecast with a recommendation that the budgeted expenditure for the Public Safety Building re-cladding project, the related decanting projects and the Identification Unit-Forensic Services Project be subject to review by the Chief Financial Officer, and that an examination of alternatives be undertaken. These alternatives included (but were not limited to) re-cladding strategies, and/or the construction of a new facility.

- D4.2 As a result, the Public Service negotiated an Agreement for Purchase and Sale of the Canada Post Building at 266 Graham Avenue. 266 Graham Avenue occupies 3 acres of land in the block bounded by Graham and St. Mary Avenues and Smith and Garry Streets.
- D4.3 The Canada Post Building is comprised of 3 components:
- (a) an 11 storey Office Tower, currently the Canada Post Divisional Office Tower (Office Tower); and
 - (b) a four storey plant facility plus basement area, known as the Winnipeg Mail Processing Plant (WMPP); and
 - (c) a five storey link between the WMPP and the Office Tower.
- D4.4 Portions of the Canada Post facility will continue to be occupied by Canada Post and/or other parties for the duration of the Project.
- D4.4.1 Information on the timing of the vacated spaces is available on the FTP Site under Existing Lease Drawings.
- D4.5 Design and Development in the Office Tower shall be coordinated with existing tenants.

D5. PROJECT SCOPE

- D5.1 The City is seeking to contract with a Project Coordinator. Reporting to the Project Manager, the Project Coordinator will manage and control all aspects of the Project, throughout all phases of design and construction, to achieve the objectives of the Project on time and within budget.
- D5.2 The Project Coordinator will coordinate the efforts of the Project team to ensure the established targets are met in regard to schedule, aesthetics, functionality, cost, profitability, quality, while meeting WPS requirements.
- D5.3 The total budget for the Project is \$102 million which includes:
- (a) Project costs including but not limited to construction costs, contingency costs, hazardous materials abatement and shooting range equipment.
- D5.4 The City conducted a condition review of the Canada Post Building. Reports on the findings are available on the City's FTP Site ready for download by interested Bidders. To receive access to the FTP Site, see B5.
- D5.5 The following information is available on the FTP Site for the convenience of Bidders:
- (a) Feasibility Study;
 - (b) AECOM presentation;
 - (c) Drawings;
 - (d) Pre-Purchase Information which includes the Pinchin Environmental Ltd. Reports
 - (e) Other information.
- D5.6 The Project will be developed in accordance with the following stages:
- (a) Stage 1 - Shooting Range Addition – it is anticipated that a shooting range will be constructed as a vertical addition to the existing WMPP facility in accordance with the final program of requirements as developed by the Project Coordinator. A draft program of requirements for the Shooting Range Addition is included in Appendix A "Draft Program of Requirements for the Shooting Range Addition".
 - (b) Stage 2 - Hazardous Material Abatement – A detailed hazardous material assessment has been completed by Pinchin Environmental Ltd. and is available on the FTP Site. It will be the Project Coordinator's responsibility to identify isolated hazardous material abatement areas that should not be included under the Stage 2 work. These isolated areas should be incorporated in the work associated with Stage 1 or Stage 3.

- (c) Stage 3 - Existing Building Redevelopment for WPS – Other than the identified space in the Office Tower, which is not included as part of the WPS Headquarters Redevelopment Project, the remainder of the building will be renovated in accordance with the final Program of Requirements as developed by the Project Coordinator. A draft program of requirements for Stage 3 is included as Appendix B “Draft Program of Requirements for Existing Building Redevelopment for WPS Headquarters”.

D5.6.1 Critical Stages for work are in accordance with D15.

D6. SCOPE OF WORK

D6.1 The Project Coordinator shall provide project management services for all stages from pre-design to post construction services in accordance with, but not limited to, the following:

- (a) General services:
 - (i) Establish protocol for all communication issues throughout the Project.
 - (ii) Prepare Project policies and procedures to be distributed to all team members.
 - (iii) Develop a Project schedule identifying Project activities, milestones, responsibility, time lines for each and links to other project activities and deliverables.
 - (iv) Establish appropriate levels of review and approvals for all Project deliverables.
 - (v) Guide the Project team in the identification of risks and, where appropriate, contingency plans.
 - (vi) Ensure Project team members, including the Project Manager, understand the established project methodology and gain commitment from all team members on activities and deliverables identified in the plan.
 - (vii) Structure the Project into manageable sub-entities.
 - (viii) Work with the Project Manager to pre-qualify, recommend, select and negotiate contracts with contractors and suppliers.
 - (ix) Manage the design for conformity with the agreed Project requirements and budget, and administer design changes.
 - (x) Suggest alternatives, evaluate them, and assist the Project Manager to decide which is the 'best' to meet the WPS needs in terms of scope, time, quality and cost.
 - (xi) Coordinate and supervise the construction process from the conceptual development stage through final construction, making sure that the Project is completed on time and within budget.
 - (xii) Identify and document dates when WPS requirements, direction or approval by are required and the effect on the Project of delayed decisions or approvals.
 - (xiii) Identify to the Project Manager the impact (time, quality, cost) of proposed changes, so that the Project Manager may make well-informed decisions whether or not to proceed with the proposed changes.
 - (xiv) Continuously review and assess the status of the actual cost, projected costs to complete, and schedule.
 - (xv) Chair regular Project meetings and provide Minutes.
 - (xvi) Arrange and coordinate the procurement, expediting and quality control of all required materials, equipment and services supplied by the City.
 - (xvii) Ensure that any relocated equipment and services are planned in a timely coordinated manner and are fully operational.
 - (xviii) Assist the Project Manager with construction implementation format, including pre-qualification, tendering, contract negotiation, contract administration, and expediting as appropriate.
 - (xix) Resolve Project disputes in a timely manner;
 - (xx) Provide follow-up contact information and warranties for the City.
- (b) Coordination of Pre-Design activities:
 - (i) Facility Programming (confirmation/refinement of existing programs)

- (ii) Space Relationships/Flow Diagrams
 - (iii) Project Development Scheduling
 - (iv) Project Budget Review
 - (v) Authorities having Jurisdiction – Consulting / Review / Approval
 - (vi) Environmental Studies
 - (vii) Energy Studies / Modeling
 - (viii) Existing Facilities Surveys
 - (ix) Client-Supplied Data Coordination / Review
 - (x) Presentations
 - (xi) Review of Sustainable Design Goals
 - (xii) Special Studies
 - (xiii) Re-Zoning Assistance
 - (xiv) Project Promotion
 - (xv) Legal Survey
 - (xvi) Geotechnical Analysis
 - (xvii) others
- (c) Coordination of Schematic Design:
- (i) Client-supplied Data Coordination
 - (ii) Program and Budget Evaluation
 - (iii) Review of Alternative Design Approaches
 - (iv) Electronic Project/Document Management System
 - (v) Schematic Design Drawings and Documents
 - (vi) Construction Cost Estimate (Class C)
 - (vii) Integrated Design Process
 - (viii) Special Studies (Future Facility alterations, Environmental Impact, etc.)
 - (ix) Special Submissions or Promotional Presentations
 - (x) Special Models, Perspectives or Computer Presentations
 - (xi) Authorities Having Jurisdiction – Consultation / Review / Approval
 - (xii) others
- (d) Coordination of Design Development:
- (i) Client-supplied Data Coordination
 - (ii) Design Coordination
 - (iii) Client Consultation
 - (iv) Equipment and System Furniture Design Development
 - (v) Special Studies / Reports (Planning Tenant or Rental Spaces, etc.)
 - (vi) Promotional Presentations
 - (vii) Models, Perspectives or Computer Presentations
 - (viii) Authorities Having Jurisdiction Consultation
 - (ix) Confirmation of Project Schedule
 - (x) Coordination with Commissioning Agent(s)
- (e) Coordination of construction contract document preparation:
- (i) Client-supplied Data Coordination
 - (ii) Construction contract and Specification Documents
 - (iii) Document Checking and Coordination
 - (iv) Client Consultation

- (v) Alternative Bid Details and Special Bid Documents
 - (vi) Authorities Having Jurisdiction Consultation
- (f) Coordination of tendering:
- (i) Client-supplied Data Coordination
 - (ii) Prepare Bid Opportunity Documents (City of Winnipeg Tendering process)
 - (iii) Review requests for equals / alternates
 - (iv) Prepare Addenda to Bid Opportunity Documents
 - (v) Hold Pre-Bid meetings and site tours as required
 - (vi) Bid Evaluation
 - (vii) Documents for Construction contract preparation
 - (viii) Client Consultation
 - (ix) Separate Bids or Negotiated Bids
 - (x) Services Related to Bidders' Proposals
 - (xi) Confirmation of Project Schedule
- (g) Contract Administration/Coordination:
- (i) Review contractor construction schedule
 - (ii) Confirmation of Project Schedule
 - (iii) Construction Contract Administration
 - (iv) Construction inspection and review
 - (v) Attend Site meetings
 - (vi) Progress Reports / Evaluation
 - (vii) Process Certificates for Payment
 - (viii) Interpretation of contract Documents
 - (ix) Review of Shop Drawings Product Data / Samples
 - (x) Prepare and review Proposed Change Notices and Change Orders
 - (xi) Review contractor PCN pricing and prepare Change Orders
 - (xii) Substantial Performance Report and Certification
 - (xiii) Client Consultation
 - (xiv) Full-time Project Representation
 - (xv) Administration of Separate contracts
 - (xvi) As-Built Record Drawings
 - (xvii) Authority Having Jurisdiction Consultation
 - (xviii) Structural Inspection / Reports
 - (xix) Mechanical Inspection / Reports
 - (xx) Electrical Inspection/Reports
 - (xxi) Civil Construction Inspection / Reports
 - (xxii) Landscape Construction Inspection / Reports
 - (xxiii) Data / Communication Inspection / Reports
 - (xxiv) Security Systems Inspection / Reports
 - (xxv) Detailed Cost Accounting
 - (xxvi) Coordination with Commissioning Agent(s)
 - (xxvii) Monitor the progress of construction activities.
 - (xxviii) Arrange and monitor inspections of building work.
 - (xxix) Monitor compliance with the Building Code, Health and Safety and other regulations.

- (xxx) Monitor maintenance and updating of contract documents to ensure coordination between disciplines.
 - (xxxi) Co-ordinate the installation of voice/data equipment and cabling in preparation for installation of systems furniture.
 - (xxxii) Co-ordinate the furniture delivery and installation with mover and/or new suppliers.
 - (xxxiii) Facilitate final Municipal approvals and inspections, including procurement of an Occupancy Permit.
 - (xxxiv) Assemble and review all necessary Project close out information: statutory declarations, warranties, as-built drawings, manuals etc.
 - (xxxv) Advise on timing of final payment and release of holdback monies.
- (h) Post Construction/Coordination Services
- (i) Project Inspection
 - (ii) Deficiency Assessment
 - (iii) Instructions for Correction of Deficiencies
 - (iv) Review of Warranties
 - (v) Total Performance Inspection and Certification
 - (vi) Client Consultation
 - (vii) Start-up Assistance
 - (viii) Coordination with Commissioning Agent(s)
 - (ix) Warranty Inspections
 - (x) Building Analysis and Reports
 - (xi) Systems Performance Review
 - (xii) Provision of "As Built" drawings
 - (xiii) Provision of Operation and Maintenance Manuals
- (i) Furniture, Fixtures and Equipment
- (i) Assist in the budgeting of alternative, new or reusable furniture or a combination and provide recommendations, based on approved budget.
 - (ii) Coordinate with WPS, the prime consultant, contractor and Furniture supplier, the furniture solutions for private office areas, reception, boardroom, meeting rooms, seating, filing, racking, etc.
 - (iii) Coordinate the planning of new and/or existing furniture.
 - (iv) Coordinate with electrical, mechanical and communication consultants so that they have a clear understanding of the selected furniture's electrical harness requirements and location of power poles, induction units etc. to avoid any interference with building components.
 - (v) Prepare and Coordinate Relocation Schedule and Master Plan
 - (vi) Follow up with the contractor on rectification of any installation damage.
 - (vii) Coordinate installation of relocated equipment and non contract items.
- (j) Move Management
- (i) Under the direction of the Project Manager, develop a Responsibility Matrix, identifying tasks, move sequences, phasing and team member involvement.
 - (ii) Prepare a Move Checklist.
 - (iii) Coordinate with companies engaged by Project Manager to accommodate installation of necessary services.
 - (iv) Provide move scheduling information from Project Manager to Project team and contractor for coordination.
 - (v) Accommodate the installation of telecommunication equipment through the WPS IT Division.

- (vi) Provide on site presence during all moves.
- (vii) Ensure that all relocated equipment and services are powered and fully operational.

- D6.2 The Project Coordinator is required to conduct its own due diligence in relation to all aspects of the Project and is responsible for carrying out, at its own cost, any independent investigations, surveys, and studies which they consider necessary or appropriate in this regard.
- D6.3 The draft program of requirements for the Shooting Range Addition and the Existing Building Redevelopment for WPS is intended as a preliminary basis for the integrated design process to be utilized for the Project. These programs will be refined and adjusted throughout all design phases according to WPS requirements and Project Coordinator's design involvement.
- D6.3.1 The draft program of requirements includes such specialty areas as: Emergency Dispatch (911), Forensic Lab, Shooting Range, Computer Data Centre, Arrest Processing and Detention Unit.
- D6.4 The Project Coordinator will be required to assist with or make presentations at various stages of the Project.
- D6.5 The City, at its sole discretion, may contract an independent commissioning agent, or include various testing within the construction contracts.
- D6.6 The Project Coordinator and any Subcontractor(s) proposed under this Contract shall not be eligible to provide services under any other contracts associated with the development of the WPS Headquarters.
- D6.7 In the event of a change in the Scope of Work requirements, the City reserves the right to negotiate additional Work under this Contract with the successful Bidder.
- D6.8 Further to B14.1(d), the Project Coordinator's key personnel must be available on Site on a daily basis until total performance identified in D15.1(b).
- D6.9 Notwithstanding C6.24.2, the Contractor shall not add, remove or replace any key personnel, or Subcontractor, nor change any part of the Work to be performed, without the prior approval of the Project Manager.

D7. ANTICIPATED PROJECT DELIVERY

- D7.1 It is the intent of the City to issue a Bid Opportunity document for the development of the WPS Headquarters.
- D7.2 The Bid Opportunity will be issued through the City's Materials Management Division using the City's Bid Opportunity templates.
- D7.3 In order to effectively and efficiently manage the design/development of the Project, the Project Coordinator will be required to develop and maintain a web-based Electronic Project/Document Management System, for this Contract. This system will be required to track all drawings, and specifications. Various portions of the system shall be accessible to Project stakeholders, including the City's Project Management team, Project Coordinator team.
- D7.3.1 All data stored in accordance with D7.3, must remain in, and be stored only on servers residing in Canada.
- D7.3.2 The website must be accessible only with a defined URL address which is not searchable or accessible through normal search engines.
- D7.4 Further to C7.2, the Project must be designed to the requirements defined in the Program of Requirements and is not to exceed the designated construction budget and Project schedule without the written approval of the Project Manager.

D8. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D8.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager.
- D8.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Project Manager.
- D8.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Project Manager.

D9. NOTICES

- D9.1 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 address or facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: (204) 949-1174

D10. INDEMNITY

- D10.1 Notwithstanding C16.1, the Project Coordinator shall indemnify and save harmless the City from and against all claims, losses, damages, costs, expenses and fees, actions and other proceedings made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury, infringement or damage arising from any negligent act, defect, error or omission of the Project Coordinator, its servants or agents or persons for whom it has assumed responsibility, including Subcontractors, in the performance or purported performance of this Contract to a maximum of the Contract Price or two million dollars, whichever is greater.

SUBMISSIONS

D11. AUTHORITY TO CARRY ON BUSINESS

- D11.1 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 Project Manager with evidence thereof upon request.

D12. INSURANCE

- D12.1 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, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
 - (c) Professional errors and omissions insurance, in an amount not less than \$2,000,000 per claim subject to a minimum \$2,000,000 aggregate. Professional errors and omissions

insurance coverage shall include an extended reporting period of not less than 24 months from Completion of the Service.

D12.2 Deductibles shall be borne by the Contractor.

D12.3 The Contractor shall provide the Project Manager 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 but in no event later than the date specified in C4.1 for the return of the executed Contract.

D12.4 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 Project Manager.

D13. SECURITY CLEARANCE

D13.1 The City will conduct a Level Two Security Clearance Check, for any individual proposed to perform Work under the Contract for WPS facilities.

D13.2 The Project Coordinator shall provide the Project Manager with a list of individuals proposed to perform Work under the Contract for WPS facilities:

- (a) within ten (10) Business Days of the Award of Contract; or
- (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work for WPS facilities.

D13.3 Each individual or Project Coordinator proposed to perform Work under the Contract for WPS facilities shall provide:

- (a) A list of names (including maiden names), addresses, dates of birth and telephone numbers of all immediate family members including stepbrothers, stepsisters, half-brothers and half-sisters, and their spouses, common-law spouses, boyfriends, girlfriends and their family members. The list should be typed in the following format:

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-5555
Winnipeg, Manitoba	

- (b) A list of names, addresses, dates of birth and telephone numbers of four closest friends. Include information indicating when, where and how they met. The list should be typed in the following format:

Joseph James SMITH	Dob: 46 Aug 4 (best friend)
789 Anywhere Street	555-5555
Winnipeg, Manitoba	
When they met:	
Where they met:	
How they met:	

- (c) The name, title or position, and telephone number of the immediate supervisor.
- (d) A list of every past address, including the dates of residence, the names of any persons with whom the residence was shared and the reason for moving.
- (e) Identification - driver's license (with photo), birth certificate or social insurance number (SIN).
 - (a) Photocopies of the identification must be legible, signed as true copies and witnessed by the contact person stated on Paragraph 3 of Form A: Offer.
- (f) A completed Form P-608: Security Clearance Check authorization form.
 - (a) Signature of Witness shall be signed by the contact person stated on Paragraph 3 of Form A: Offer.

- D13.4 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:
- (a) within ten (10) Business Days of the Award of Contract; or
 - (b) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work at WPS facilities.
- D13.5 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work within WPS facilities.
- D13.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for two (2) years from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
- (a) Each individual doing Work in a WPS Facility shall provide identification upon entry to verify they have received a Level Two security clearance.
- D13.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at WPS Facilities.
- D13.8 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:
- Winnipeg Police Service
Division 30
Service Security
Attn: Service Security Officer
151 Princess Street
Winnipeg, Manitoba
R3B 1L1

SCHEDULE OF WORK

D14. COMMENCEMENT

- D14.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D14.2 The Contractor shall not commence any Work on the Site until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D11;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D12;
 - (iv) the security clearances specified in D13.
 - (b) the Contractor has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D14.3 The Contractor shall commence the Work within seven (7) Calendar Days of receipt of the notice of award.

D15. CRITICAL STAGES

- D15.1 The City expects the following Critical Stages of the construction contract to be:
- (a) Shooting Range Addition - total performance – September 30, 2012;

(b) Existing Building Redevelopment for WPS – total performance – August 31, 2014

D16. TOTAL PERFORMANCE

- D16.1 The Contractor shall achieve Total Performance of this Contract two years after total performance as defined in D15.1(b).
- D16.2 When the Contractor or the Project Manager considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the evaluation of the Work of this Contract with the Project Manager for purposes of verifying Total Performance. Any deficiencies in the Work noted during that evaluation shall be remedied by the Contractor at the earliest possible instance and the Project Manager notified so that the Work can be re-evaluated.
- D16.3 The date on which the Work has been certified by the Project Manager 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.

MEASUREMENT AND PAYMENT

D17. PAYMENT

- D17.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D18. PAYMENT SCHEDULE

- D18.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of monthly progress invoices.

WARRANTY

D19. WARRANTY

- D19.1 Notwithstanding C12, Warranty is not applicable to this Contract.

