



**City of Winnipeg  
Request for Proposal  
Bid Opportunity No. 66-2010**

**Request for Proposal for Professional  
Consulting Services for the Design and Development of the  
Winnipeg Police Service Headquarters  
at 266 Graham Avenue  
(former Canada Post Building) in Winnipeg**





**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 66-2010**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE DESIGN AND DEVELOPMENT OF THE WINNIPEG POLICE SERVICE HEADQUARTERS AT 266 GRAHAM AVENUE (FORMER CANADA POST BUILDING) IN WINNIPEG**

**NOTE:**

**SITE INVESTIGATION AND PROPONENTS CONFERENCE ARE LISTED IN B3.**

**Proposals shall be submitted to:**

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

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE DESIGN AND 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, May 3, 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 PROPONENTS 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) April 7, 2010 at 9:00 a.m. – Proponents wishing to utilize the parking facilities and transportation provided by the City are encouraged to arrive no later than 9:15 a.m. and park at East District Police Station at 1750 Dugald Road to prepare for a 9:30 departure;
  - (b) April 7, 2010 at 10:00 a.m. – Public Safety Building at 151 Princess Street;
  - (c) April 7, 2010 at 11:45 a.m. – WPS Evidence Storage Facility at 850 Empress Street;
  - (d) April 7, 2010 at 1:00 p.m. – 911 Communication Centre at 700 Assiniboine Park Drive;
  - (e) April 7, 2010 at 2:30 p.m. – East District Police Station at 1750 Dugald Road;
  - (f) April 8, 2010 at 9:00 a.m. – Existing Canada Post Building at 266 Graham Avenue; and
  - (g) April 8, 2010 at 1:15 p.m. – Proponent's Conference - City Hall, Administration Building, 510 Main Street, 2<sup>nd</sup> floor Conference Rooms.
- B3.1.1 Lunch will be provided on April 7, 2010.
- B3.1.2 Proponents are requested to register for the Site Investigation by contacting the Project Manager identified in D2.
- B3.1.3 All day parking will be available at the East District Police Station on April 7, 2010.
- B3.1.4 Transportation for the April 7 Site Investigations will be provided by the City for Proponents registered for the Site Investigation.
- B3.1.5 Proponents wishing to utilize the transportation provided by the City of Winnipeg are requested to advise the Project Manager when registering for the Site Investigation.**
- B3.1.6 Proponents who elect to use their own vehicles are advised that parking may be limited at some sites.
- B3.2 Proponents 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 Proponents attend. Access at other times is strictly prohibited at some of the sites.

B3.4 The Proponent shall not be entitled to rely on any information or interpretation received at the Site Investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Project Manager in writing.

#### **B4. ENQUIRIES**

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

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

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

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

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

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

#### **B5. AVAILABLE INFORMATION**

B5.1 The City maintains an Information FTP site (File Transfer Protocol) for documents (drawings and reports) related to this Project.

B5.2 Access to the Information FTP site is available **only** to Persons who register with the Project Manager listed in D2.

B5.2.1 The City's Project Manager may, acting reasonably, decline requests for registration.

B5.3 Proponents are advised that the forwarding of the Information FTP 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 Information FTP site.

#### **B6. CONFIDENTIALITY**

B6.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager.

B6.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

#### **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 issued to Proponents by facsimile and/or email.

B7.3 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.

B7.4 Proponents are entirely responsible for disseminating information regarding Addenda to any person(s) involved in this Project.

## **B8. PROPOSAL SUBMISSION**

B8.1 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified below. 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.

B8.2 The Proposal shall consist of the following components:

- (a) Form A: Proposal (Section A);
- (b) Fees (Section B);
  - (i) Table 1;
  - (ii) Table 2; and
  - (iii) Table 3.

B8.3 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (Section C);
- (b) Experience of Key Personnel Assigned to the Project (Section D);
- (c) Project Understanding and Methodology (Section E); and
- (d) Project Schedule (Section F).

B8.4 Further to B8.2, 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.

B8.5 Further to B8.3, 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.

B8.6 Proponents should submit one (1) unbound original (marked "original") and six (6) copies for sections identified in B8.2 and B8.3.

B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).

B8.8 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Proponent's name and address.

B8.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B8.10 Proposals shall be submitted to:

The City of Winnipeg  
Corporate Finance Department



Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

- B8.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B9. PROPOSAL (SECTION A)**

- B9.1 The Proponent 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 Proponent is a sole proprietor carrying on business in his own name, his 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 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 Proponent shall identify a contact person who is authorized to represent the Proponent 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 Proponent is a sole proprietor carrying on business in his 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 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 "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.

**B10. FEES (SECTION B)**

- B10.1 The Proposal shall include a **Fixed Fee** for all Disciplines, identified and necessary, for each Scope of Service phase, in each Stage of the Project. The phases of the Scope of Service for each Stage include:
- (a) Pre-Design;
  - (b) Schematic Design;
  - (c) Design Development;
  - (d) Contract Document Preparation



- (e) Tendering
  - (f) Contract Administration
  - (g) Post Construction Services.
- B10.2 Details of the Scope of Services are provided under D4 and D5.
- B10.3 The Fixed Fee shall include all Disciplines identified by the City and those additional Consultant/Subconsultant Services necessary to complete the Project.
- B10.4 The Fixed Fee shall be broken down by phase for the three stages of the Project as shown on Table 1 – Stage 1 (Shooting Range Addition), Table 2 – Stage 2 (Hazardous Material Abatement) and Table 3 –Stage 3 (Existing Building Redevelopment for WPS). Fees for these stages will include all Services consisting of but not limited to Architectural, Engineering, and specialty consultant services.
- B10.4.1 Notwithstanding C1.1(c), the Fixed Fee shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.
- B10.5 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(c), but shall exclude those items identified in B10.4.1 plus the costs of any materials testing, soils and hazardous materials investigations.
- B10.6 The Fee Proposal should also include a Schedule of Hourly Fees for additional Consultant/Subconsultant Services required to complete the Project, but not anticipated at the time of Award of Contract.
- B10.7 This Project is an addition/renovation and as such the entire Scope of Services cannot be defined in this document. During design and construction issues will arise that will need to be addressed given the age of the facility. Your submission should address the issue of the increased Services required for this type of Project and it should be reflected in the fees to compensate your team for the increased Project Scope of Services and time commitment on the Project.
- B10.8 For the convenience of Proponents, the City is providing a Word document of Tables 1 thru 3.
- B10.9 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.9.1 Notwithstanding B10.4, the Proponent should indicate which portions of the fee will be subject to MRST.
- B10.10 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B11. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**
- B11.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of construction and contract administration services on up to three architectural and/or engineering Projects for police facilities 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 Proponent should submit:
- (a) description of the Project;
  - (b) role of the consultant;

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

B11.2.1 Where applicable, information should be separated into Proponent and Subconsultant 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 Proponent and all Subconsultants.

## **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.

B12.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for Projects of comparable size and complexity, including the principals-in-charge, the Consultants Representative, managers of the key Disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer. Roles of each of the key participants in the Project should be identified in the organizational chart referred to in B12.1.1.

B12.3 For each person identified, list at least two comparable Projects in which they have played a primary role. If a Project selected for a key person is included in 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 Services for **each of the three Stages of the Project** (Shooting Range Addition, Hazardous Material Abatement, and Existing Building Redevelopment for WPS) so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

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

- (a) Pre-Design;
- (b) Schematic Design;
- (c) Design Development;
- (d) Contract Document Preparation;
- (e) Tendering;
- (f) Contract Administration; and
- (g) Post Construction Services.

B13.3 Describe the collaborative process/method to be used by the key design professionals of the team in the various design phases of the Project.

- B13.4 Details of the required Project Scope and Scope of Services for each stage of the Project are provided D4 and D5.
- B13.5 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
  - (b) the team's understanding of the urban design issues;
  - (c) the proposed Project construction budget;
  - (d) the City's Project methodology with respect to the information provided within this RFP; and
  - (e) any other issue that conveys your team's understanding of the Project requirements.
- B13.6 The proposed methodology should take into consideration that this staged Project is primarily an addition and renovation to a 50 year old facility. Part of the challenge will be to architecturally complement the building with the addition and renovations to ensure compatibility with an existing downtown environment. New building systems and structures require integration with some existing systems and structures.
- B13.7 For each person identified in B12.2 list the percent of time to be dedicated to the Project. Provide information for each of the three Stages of the Project in accordance with the Scope of Service phases identified in B13.2.

#### **B14. PROJECT SCHEDULE (SECTION F)**

- B14.1 The Proponent should submit a detailed Project schedule for Stages 1 thru 3 consistent with the timelines detailed in D12.
- B14.2 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar Project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each stage of the Project and each phase of the Consultant Scope of Services.
- B14.3 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

#### **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 Services in strict accordance with the terms and provisions of the Contract;
  - (d) have or establish and staff an office in Winnipeg for the duration of the Project.
- B15.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

- B15.3** The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:
- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering Projects for police facilities or facilities with similar uses and of similar complexity, scope and value; and to those required for this Project; and
  - (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
  - (d) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.
- B15.4** The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.
- B15.5** The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

**B16. ELIGIBILITY**

- B16.1** 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 Information 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.

**B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B17.1** Proposals will not be opened publicly.
- B17.2** After the award of Contract, the name of the successful Proponent will be provided to Proponents who have submitted a Proposal.
- B17.3** 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.
- B17.4** Following the award of Contract, a Proponent will be provided with information related to the evaluation of his submission upon written request to the Project Manager.

## **B18. IRREVOCABLE OFFER**

- B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

## **B19. WITHDRAWAL OF OFFERS**

- B19.1 A Proponent may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B19.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B19.1.2 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.
- B19.1.3 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 B19.1.3(b), declare the Proposal withdrawn.
- B19.2 A Proponent who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B18.2 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.

## **B20. INTERVIEWS**

- B20.1 The Project Manager may, in his sole discretion, interview Proponents during the evaluation process.

## **B21. NEGOTIATIONS**

- B21.1 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.
- B21.2 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.
- B21.3 If, in the course of negotiations pursuant to B21.2 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.

## **B22. EVALUATION OF PROPOSALS**

B22.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B15: (pass/fail)
- (c) Fees; (Section B) 20%
- (d) Experience of Proponent and Subconsultants; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 20%
- (f) Project Understanding and Methodology (Section E) 30%
- (g) Project Schedule. Stage 1 (Section F) pass/fail
- (h) Project Schedule Stage 2 & 3. (Section F) 10%

B22.2 Further to B22.1(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.

B22.3 Further to B22.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.

B22.4 Further to B22.1(c), Fees will be evaluated based on Fees submitted on Tables 1 thru 3.

B22.4.1 Any Proposal with an apparent imbalance between the Fees in Tables 1 thru 3 may be determined to be non-responsive and rejected by the Award Authority in its sole discretion, acting reasonably.

B22.5 Further to B22.1(d), Experience of Proponent and Subconsultants 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.

B22.6 Further to B22.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, including the Project manager and the managers of the key Disciplines.

B22.7 Further to B22.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.

B22.8 Further to B22.1(g), Project Schedule Stage 1 will be evaluated considering the Proponents ability to comply with the requirements of the D12.1(a).

B22.9 Further to B22.1(h), Project Schedule Stage 2 & 3 will be evaluated considering the Proponents ability to comply with the requirements of the D12.1(b).

B22.10 Notwithstanding B22.1(d) to B22.1(h), where Proponents fail to provide responses to B8.3, the score of zero or fail will be assigned to that Section.

## **B23. AWARD OF CONTRACT**

B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

- B23.2 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.
- B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B23.3 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.
- B23.4 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).**
- B23.5 Following the award of contract, a Proponent will be provided with information related to the evaluation of his Proposal upon written request to the Project Manager.
- B23.6 Further to B23.2.1(a), sufficient funding for the Project has not been approved by City Council. If sufficient funding is not approved within a reasonable time frame, the City shall not proceed with this Contract.
- B23.6.1 The City may, at its discretion, award the Contract in Stages.
- B23.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.
- B23.7.1 Further to B23.7, after the award of Contract, the City reserves the right to cancel any requirement for LEED Certification. The Consultant will be paid for all related Services rendered up to time of cancellation.



## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 2010/03/15) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are attached as Appendix C.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. PROJECT MANAGER**

D2.1 The Project Manager is:

Abdul Aziz, P.Eng.

Email: [aaziz@winnipeg.ca](mailto:aaziz@winnipeg.ca)

Telephone No. (204) 986-6213

Facsimile No. (204) 986-3267

D2.2 For access to the Information FTP site, please email your request to the above email address.

D2.3 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

D2.4 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

#### **D3. BACKGROUND**

D3.1 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.

D3.2 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.

D3.3 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.

D3.4 Portions of the Canada Post facility will continue to be occupied by Canada Post and/or other parties for the duration of the Project.

D3.4.1 Information on the timing of the vacated space will be provided by Addendum.

D3.5 Design and Development in the Office Tower shall be coordinated with existing tenants.

#### **D4. PROJECT SCOPE**

- D4.1 The City is seeking to contract with a Consultant for planning, programming, design and contract administration services for the development of the proposed Winnipeg Police Service Headquarters at 266 Graham Avenue (former Canada Post Building) in Winnipeg.
- D4.2 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.
- D4.3 The City conducted a condition review of the Canada Post Building. Reports on the findings are available on the City's Information FTP site ready for download by interested Proponents. To receive access to the Information FTP site, see B5.
- D4.4 The following information is available on the Information FTP site for the convenience of Proponents:
- (a) Feasibility Study;
  - (b) AECOM presentation;
  - (c) Drawings;
  - (d) Pre-Purchase Information which includes the Pinchin Environmental Ltd. Reports.
- D4.5 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 Consultant. 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 Information FTP site. It is anticipated the majority of the hazardous material abatement work will be completed under the construction contract for Stage 2. It will be the Consultant's responsibility to identify isolated hazardous material abatement areas that should not be included under the Stage 2 construction contract. These isolated areas should be incorporated in the work associated with construction contracts for 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 Consultant. A draft program of requirements for Stage 3 is included as Appendix B "Draft Program of Requirements for Existing Building Redevelopment for WPS Headquarters".
- D4.5.1 Total performance for Stage 1 is required in accordance with D12.1(a).
- D4.5.2 Substantial performance for Stages 2 and 3 is required in accordance with D12.1(b).
- D4.6 For the purpose of responding to this RFP, Proponents should assume that the areas to be renovated and occupied by the WPS shall include:
- (a) the entire WMPP;
  - (b) the link between the WMPP and the Office Tower;
  - (c) Office Tower Basement level;
  - (d) Office Tower First floor;
  - (e) Office Tower Main floor subject to existing leases; and
  - (f) one additional floor in the Office Tower.

D4.7 Hazardous Material Abatement shall be required in all areas, identified in D4.6, as identified in the Pinchin Report. It is anticipated that Hazardous Material Abatement (Stage 2) may also be required in other areas to facilitate the redevelopment of the areas outlined in D4.6.

## D5. SCOPE OF SERVICES

D5.1 The Consultant shall provide professional Services (including specialty consultants' services) for each Stage of the Project. It should be noted that some of the Services identified below may not be applicable to all three stages of the Project. It will be the responsibility of the Consultant to determine which Services are applicable to each stage of the Project. The Scope of Services should include but not be limited to the following:

(a) Pre-Design

- (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) Services Related to Project Management
- (xi) Presentations
- (xii) Review of Sustainable Design Goals
- (xiii) Special Studies
- (xiv) Re-Zoning Assistance
- (xv) Project Promotion
- (xvi) Legal Survey
- (xvii) Geotechnical Analysis
- (xviii) others

(b) 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) Architectural Schematic Design
- (vi) Schematic Design Drawings and Documents
- (vii) Construction Cost Estimate (Class C)
- (viii) Integrated Design Process
- (ix) Interior Design Concepts
- (x) Special Studies (Future Facility alterations, Environmental Impact, etc.)
- (xi) Special Submissions or Promotional Presentations
- (xii) Special Models, Perspectives or Computer Presentations
- (xiii) Project Management
- (xiv) Authorities Having Jurisdiction – Consultation / Review / Approval
- (xv) Structural Design Concepts
- (xvi) Mechanical Design Concepts
- (xvii) Electrical Design Concepts
- (xviii) Civil Design Concepts

- (xix) Landscape Design Concepts
- (xx) Data / Communication Design Concepts
- (xxi) Security System Design Concepts
- (xxii) LEED Design Concepts
- (xxiii) Universal Design Concepts
- (xxiv) others

(c) Design Development

- (i) Client-supplied Data Coordination
- (ii) Design Coordination
- (iii) Architectural Design Development
- (iv) Design Development Drawings and Documents
- (v) Client Consultation
- (vi) Interior Design Development
- (vii) Equipment and System Furniture Design Development
- (viii) Special Studies / Reports (Planning Tenant or Rental Spaces, etc.)
- (ix) Promotional Presentations
- (x) Models, Perspectives or Computer Presentations
- (xi) Project Management
- (xii) Authorities Having Jurisdiction Consultation
- (xiii) Structural Design Development
- (xiv) Mechanical Design Development
- (xv) Electrical Design Development
- (xvi) Civil Engineering Design Development
- (xvii) Landscape Design Development
- (xviii) Data / Communications Design Development
- (xix) Security System Design Development
- (xx) Detailed Construction Cost Estimates (Class B) or Quantity Surveys
- (xxi) Confirmation of Project Schedule
- (xxii) Coordination with Commissioning Agent(s)

(d) Contract Document Preparation

- (i) Client-supplied Data Coordination
- (ii) Project Coordination
- (iii) Construction contract and Specification Documents
- (iv) Architectural Construction Drawings and Specifications
- (v) Document Checking and Coordination
- (vi) Client Consultation
- (vii) Interior Construction Drawings and Specifications
- (viii) Alternative Bid Details and Special Bid Documents
- (ix) Project Management
- (x) Authorities Having Jurisdiction Consultation
- (xi) Structural Construction Drawings and Specifications
- (xii) Mechanical Construction Drawings and Specifications
- (xiii) Electrical Construction Drawings and Specifications
- (xiv) Civil Engineering Construction Drawings and Specifications
- (xv) Landscape Drawings and Specifications

- (xvi) Data / Communication Drawings and Specifications
- (xvii) Security Systems Drawings and Specifications
- (xviii) Detailed Construction Cost Estimates (Class A) or Quantity Surveys

(e) Tendering

- (i) Client-supplied Data Coordination
- (ii) Project Coordination
- (iii) Prepare Bid Opportunity Documents (City of Winnipeg Tendering process)
- (iv) Review requests for equals / alternates
- (v) Prepare Addenda to Bid Opportunity Documents
- (vi) Hold Pre-Bid meetings and site tours as required
- (vii) Bid Evaluation
- (viii) Provide documents for Construction contract preparation
- (ix) Client Consultation
- (x) Separate Bids or Negotiated Bids
- (xi) Services Related to Bidders' Proposals
- (xii) Project Management
- (xiii) Confirmation of Project Schedule

(f) Contract Administration

- (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 / Sample
- (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) Project Management
- (xvii) As-Built Record Drawings
- (xviii) Authority Having Jurisdiction Consultation
- (xix) Structural Inspection / Reports
- (xx) Mechanical Inspection / Reports
- (xxi) Electrical Inspection/Reports
- (xxii) Civil Construction Inspection / Reports
- (xxiii) Landscape Construction Inspection / Reports
- (xxiv) Data / Communication Inspection / Reports
- (xxv) Security Systems Inspection / Reports
- (xxvi) Detailed Cost Accounting
- (xxvii) Coordination with Commissioning Agent(s)

- (g) Post Construction Services
  - (i) Construction Contract Administration
  - (ii) Project Inspection
  - (iii) Deficiency Assessment
  - (iv) Instructions for Correction of Deficiencies
  - (v) Review of Warranties
  - (vi) Total Performance Inspection and Certification
  - (vii) Client Consultation
  - (viii) Start-up Assistance
  - (ix) Coordination with Commissioning Agent(s)
  - (x) Warranty Inspections
  - (xi) Building Analysis and Reports
  - (xii) Systems Performance Review
  - (xiii) Provision of "As Built" drawings
  - (xiv) Provision of Operation and Maintenance Manuals
  
- D5.2 Consultants are required to conduct their own due diligence in relation to all aspects of the Project and are responsible for carrying out, at their own cost, any independent investigations, surveys, and studies which they consider necessary or appropriate in this regard.
  
- D5.3 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 Consultant's design involvement.
  
- D5.3.1 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.
  
- D5.4 Two draft facility concepts are provided in the AECOM Final Report dated October 1, 2009 – Winnipeg Police Service Canada Post Facility – Test Fit and in the Shindico Realty Inc. Report dated October 19, 2009 – Canada Post Feasibility Study for Winnipeg Police Service. The Proponent may use these concept layouts for reference in response to this RFP. Where discrepancies are encountered between the two existing concepts, the City reserves the right to proceed with either layout.
  
- D5.5 Several upgrades and repairs are recommended in the Shindico Realty Inc. Report dated October 19, 2009 – Canada Post Feasibility Study for Winnipeg Police Service for the existing WMPP and Office Tower. The Proponent shall include design services as required to complete work for all recommendations as identified in the report. Where there is more than one option for a recommended repair/upgrade, The City reserves the right to proceed with implementation of either option.
  
- D5.6 The Consultant will be required to make presentations at various stages of the Project.
  
- D5.7 After substantial completion, but prior to occupancy, for Stages 1 and 3, the Project Manager will require that, for a period of one week, all Consultant and contractor personnel leave the Site to allow an independent security system commissioning to be completed.
  
- D5.8 The City, at its sole discretion, may contract an independent commissioning agent, or include various testing within the construction contracts.
  
- D5.9 Total Performance of this Contract will not be achieved until the City has received all "As built" drawings, Operation and Maintenance Manuals and all warranty or other deficiencies identified in the construction contracts have been resolved.



- D5.9.1 Further to D5.9, the warranty period for the construction contracts will be for a period of two years from the date of total performance but otherwise in accordance with C15 of the General Conditions for Construction (2006-12-15)

<http://www.winnipeg.ca/finance/findata/matmgt/conditions/gc-con2006-12-15.pdf>

## **D6. ANTICIPATED PROJECT DELIVERY**

- D6.1 It is the intent of the City to enter into construction contracts for each Stage of construction for this Project. Bid Opportunities will be issued through the City's Materials Management Division. The Bid Opportunity documents shall be prepared using the City's standard Bid Opportunity templates and based on a standard design – bid – build methodology resulting in stipulated price contracts.
- D6.1.1 There is a potential for this Project to be delivered using alternative delivery methodology. The City may opt to follow a Construction Manager Methodology, or a Developer financed Project implementation strategy. Regardless of the delivery method chosen, the Consultant shall provide Services according to the requirements described herein for the Pre-Design, Schematic Design, Design Development and Construction Document Phases of the Project. It is understood that the nature of Tendering, Contract Administration and Post Construction Services may be revised. The Consultant will also assist in the review of bids or with contract negotiations, if applicable.
- D6.2 The development of the WPS Headquarters facility may be required to achieve LEED Silver Certification or better. The cost of the LEED Certification application and any other consulting costs related to achieving LEED Silver certification shall be the responsibility of the Consultant and included in the Fixed Fee.
- D6.3 The development of the WPS Headquarters shall be completed in accordance with the requirements of the City's Universal Design Policy and the City's Accessibility Design Standard. The Consultant will not be specifically required to hire a Universal Design Subconsultant. The City at its sole discretion, may hire an independent Universal Design Consultant for review and audit of the design.
- D6.4 In order to effectively and efficiently manage the design and construction of the Project, the Consultant will be required to develop and maintain a web-based Electronic Project / Document Management System. This system will be required to track all drawings, contract documents, correspondence, and Contract Administration documents. Various portions of the system shall be accessible to Project stakeholders, including the City's Project Management team, Consultant team, contractors, and subcontractors.
- D6.4.1 All data stored in accordance with D6.4, must remain in, and be stored only on servers residing in Canada.
- D6.5 The Consultant shall inform the Project Manager of any deviation from any of the Program of Requirements. In addition, the Consultant shall provide a spreadsheet showing net room areas (i.e. based on inside room dimensions) in square metres of the "as programmed" room areas compared to the "as designed" room areas at both the preliminary and the pre-tender design reviews. Written approval from the Project Manager is required for any change greater than +/- 10% of the "as programmed" room areas.
- D6.6 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.
- D6.7 Specifications for the Project shall be created in electronic word processing format on 210 X 297mm sheets. Maximum standard size of drawings shall be metric sheet sizes 594 X 841mm (A1) with standard smaller sizes to be (A4) 210 x 297 mm sheets. Standard size of drawings shall be metric sheet sizes (A1) 594 x 841 mm with smaller sizes to be (A2) 420 x 594 mm. For tendering purposes, all drawings must be submitted in hard copy and Adobe PDF format.

- D6.8 Where the Consultant has specified a particular make or model of equipment in the specification and where he has analyzed and approved an equal or an alternate, such information shall be submitted to the Project Manager for concurrence.
- D6.9 The complete working drawings shall be done on computer using AutoCAD 2000 or later format. Drawing layering standards shall conform to American Institutes of Architects (A.I.A.) long format layering convention. The Consultant shall prepare and deliver to the Contract Administrator, one (1) As-Built working copy on electronic media (CD or DVD) of all disciplines: Architectural, Structural, Mechanical, and Electrical, etc. as well as a complete full-size set of hard copy mylars. Prior to Total Performance of the construction contract, submit one (1) set of specifications upon completion of the project.
- D6.10 The Consultant shall ensure that the contractor provides four sets of instruction manuals each consisting of installation data, parts list, operating instruction and recommended maintenance procedures (Operation and Maintenance Manuals). The Operation and Maintenance Manuals shall be reviewed by the Consultant for accuracy and completeness prior to submission to the City.

## **D7. DEFINITIONS**

- D7.1 When used in this Request for Proposal:
- (a) "Commissioning Agent" means the person(s), under separate contract(s) to the City, undertaking the review of the design and commissioning of select facility systems;

## **SUBMISSIONS PRIOR TO START OF SERVICES**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

- D8.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

### **D9. INSURANCE**

- D9.1 The Consultant 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 (otherwise known as severability of interest), contractual liability, contingent employers liability (if not otherwise covered) to remain in place at all times during the performance of the Services;
- (b) Automobile liability insurance for owned and non-owned automobiles used for or in connection with the Services 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 Services; such insurance may be met through the commercial general liability cover where applicable;
- (c) Project specific professional errors and omissions insurance, covering all consultants, architects and engineers and other design professionals involved in the Project, in an amount not less than \$10,000,000 per claim subject to a minimum \$10,000,000 Project aggregate. Project specific professional errors and omissions insurance coverage shall include an extended reporting period of not less than 36 months from Completion of the Service.
- D9.2 Consultant shall not cancel, or cause any such policy or policies to lapse without a minimum thirty (30) days prior written notice to the City.

- D9.3 Consultant shall provide written notice to the City of Winnipeg of any material changes to their policies within thirty (30) days of the change taking effect.
- D9.4 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D9.5 Consultant shall be responsible for the payment of all premiums and deductible amounts relating to the insurance policies.
- D9.6 Certificates of Insurance shall be provided to the City on an annual basis. In the case of occurrence based policies the Consultant shall ensure that insurance is maintained, at the minimum, from the inception of the Contract until Services are fully complete; or in the case of claims made policies expiry of any warranty, or other agreed to period, whichever is longer.
- D9.7 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time, provided that the City shall give the Consultant reasonable notice and shall request reasonable change.
- D9.8 The City shall have the right to receive or review certified copies of the policies if requested.
- D9.9 The Consultant 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 Service, but in no event later than the date specified in C4.1 for the return of the executed Contract.

#### **D10. SECURITY CLEARANCE**

- D10.1 The City will conduct a Level Two Security Clearance Check, for any individual proposed to perform Services under the Contract for WPS facilities.
- D10.2 The Consultant shall provide the Project Manager with a list of individuals proposed to perform Services under the Contract for WPS facilities:
- (a) within five (5) 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 Services for WPS facilities.
- D10.3 Each individual or Consultant proposed to perform Services 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.
- D10.4 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 five (5) 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 Services at WPS facilities.
- D10.5 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Services within WPS facilities.
- D10.6 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 Services in a WPS Facility shall provide identification upon entry to verify they have received a Level Two security clearance.
- D10.7 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 Services under the Contract at WPS Facilities.
- D10.8 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 SERVICES**

### **D11. COMMENCEMENT**

- D11.1 The Consultant shall not commence any Services until he is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D11.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D8;
    - (ii) evidence of the insurance specified in D9;
    - (iii) the security clearances specified in D10.

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

D11.2.1 Further to D11.2(a)(iii), subject to all other requirements being met, the Consultant may, upon approval of the Project Manager, commence Services prior to submitting the security clearances.

D11.3 The City intends to award this Contract by June 28, 2010.

**D12. CRITICAL STAGES**

D12.1 The Consultant shall achieve critical stages of the Services in accordance with the following requirements:

- (a) Shooting Range Addition - total performance – August 26, 2011
- (b) Existing Building Redevelopment for WPS - substantial performance – August 20, 2013.



**WINNIPEG POLICE SERVICE  
SECURITY CLEARANCE CHECK  
SERVICES – DIVISION 30**

**NAME OF EMPLOYER & BUSINESS  
ADDRESS:**

\_\_\_\_\_

NATURE OF WORK BEING DONE FOR WINNIPEG POLICE SERVICE:  
REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE DESIGN AND  
DEVELOPMENT OF THE WINNIPEG POLICE SERVICE HEADQUARTERS AT 266 GRAHAM AVENUE  
(FORMER CANADA POST BUILDING) IN WINNIPEG  
CONTACT PERSON: \_\_\_\_\_

**WARNING: ANY FALSE OR INCOMPLETE INFORMATION MAY RESULT IN REJECTION OF THIS APPLICATION**

**EMPLOYEE INFORMATION**

LAST NAME: \_\_\_\_\_ GIVEN NAMES: \_\_\_\_\_

BIRTH NAME OR OTHER NAME(S) USED: \_\_\_\_\_  
(if different from above)

MALE  FEMALE DATE OF BIRTH: \_\_\_\_\_ BIRTH PLACE: \_\_\_\_\_  
Y M D

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ PROVINCE: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_ RESIDENTIAL PHONE: \_\_\_\_\_

**AUTHORIZATION**

I, \_\_\_\_\_ hereby consent to the Winnipeg Police Service collecting my personal  
Information from any public body, person, employer, or government institution for the purposes of conducting a security check in  
connection with my contract or association with the Winnipeg Police Service. This authorization, including a copy of facsimile thereof, is  
my consent to any public body, person, employer or government institution to release true copies of any records containing my personal  
information to the Winnipeg Police Service.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Applicant

This personal information will be collected pursuant to *The Freedom of Information and Protection of Privacy Act*  
C.C.S. M.cF175 \_\_\_\_\_ (title, name, phone number of person who) can answer  
questions about the collection of this information.

\_\_\_\_\_  
Date

**WINNIPEG POLICE SERVICE - FOR OFFICE USE ONLY**

**RESULT OF CHECK:**

\_\_\_\_\_ NO POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO ANY SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

\_\_\_\_\_ AN OUTSTANDING CRIMINAL CHARGE AWAITING COURT DISPOSITION WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

\_\_\_\_\_ A POLICE RECORD OF CRIMINAL CONVICTIONS WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF BIRTH.

PROCESSED BY: \_\_\_\_\_  
Clerk WPS# \_\_\_\_\_

\_\_\_\_\_  
Date

**APPENDIX A – DRAFT PROGRAM OF REQUIREMENTS FOR THE SHOOTING RANGE ADDITION**

To be provided by Addendum.



**APPENDIX B – DRAFT PROGRAM OF REQUIREMENTS FOR EXISTING BUILDING REDEVELOPMENT FOR  
WPS HEADQUARTERS**

To be provided by Addendum.

## **APPENDIX C – GENERAL CONDITIONS FOR CONSULTANT SERVICES**

# GENERAL CONDITIONS FOR CONSULTANT SERVICES

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## GENERAL CONDITIONS FOR CONSULTANT SERVICES

### C1. DEFINITIONS

C1.1 For the purposes of the Contract the following expressions shall have the following meanings:

- (a) **"Acceptance"** means:
  - (i) when in reference to a Proposal, a Letter of Intent sent by the Chief Administrative Officer or his/her delegated authority notifying the Consultant that a contract for Services has been awarded to the Consultant; or
  - (ii) when in reference to the Services provided by the Consultant to the City, a letter of acceptance of the particular report, recommendation, program project or totally completed project, or other related matter proposed by the Consultant requiring acceptance, endorsement, confirmation or other appropriate form of approval or consent from the Project Manager prior to continuance by the Consultant of the previously agreed upon Services or the conclusion of same;
- (b) **"Allowable Disbursements"** means the cost of out of town travel and related meals and accommodations, specialized software, rental rates for specialized equipment, printing and reproduction, drilling, sampling, laboratory testing and any other out-of-pocket expenses, excluding normal overhead, directly related to the Services provided. Overhead shall include any items included in day to day operations and shall include, but not be limited to, word processor costs, communication costs, administrative fees and items incidental to the Services, except as provided herein, and is expressly excluded;
- (c) **"Award Authority"** means the authority having the jurisdiction to award the Contract according to the City's by-laws, policies or procedures;
- (d) **"Bidding Procedures"** means the portion of the Request for Proposal by that name which sets out the terms and conditions governing the Offer, and a reference to a section, clause or subclause with the prefix "B" designates a section, clause or subclause in that portion of the Request for Proposal;
- (e) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday or statutory or civic holiday;
- (f) **"C"** designates a section, clause or subclause in these General Conditions;
- (g) **"Calendar Day"** means the period from one midnight to the following midnight;
- (h) **"Change in Services"** means an addition, deletion or modification to the Services as described in the Contract and which have been approved by the Project Manager;
- (i) **"Chief Administrative Officer"** means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
- (j) **"City"** means The City of Winnipeg as continued under The City of Winnipeg Act, Statutes of Manitoba 1989-90, c.10, and any subsequent amendments thereto;
- (k) **"City Solicitor"** means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
- (l) **"Consultant"** means the Person undertaking the performance of the Services under the terms of the Contract;
- (m) **"Consultant Representative"** means the Consultant's representative throughout the duration of the Contract who has the authority to act on behalf of the Consultant to the extent expressly provided for in this Contract;
- (n) **"Contract"** means all documents which form the basis of the formal contract or contracts and shall include these General Conditions, Request for Proposal, Schedule of Prices, Time Schedule, Consultant Services Proposal, Consultant's Statement of Qualifications, Bid and Performance Bonds, where applicable, all information provided to the Consultant

- for development of its Proposal, Letter of Intent, and all schedules, attachments and amendments to the aforementioned documents;
- (o) “**Contract Price**” means the price agreed upon for the Services and any adjustments thereto which may be required or agreed to pursuant to the Contract;
  - (p) “**contractor**” is any party or parties, other than the Consultant, contracting with the City for work associated with the Project;
  - (q) “**Council**” means the Council of The City of Winnipeg;
  - (r) “**Deliverables**” means all reports, drawings, calculations, designs, plans, leading practices, specifications, and other data, information and all material utilized, collected, compiled, drawn and produced (including computer printouts) to carry out the Services contemplated in this Contract;
  - (s) “**Drawings**” means drawings, diagrams, illustrations, schedules, performance charts, technical brochures and other data, electronic or otherwise, which are to be created or provided by the Consultant and/or Subconsultant;
  - (t) “**Final Total Construction Cost**” means the cost to the City for work associated with the Project, or sections of the Project, as applicable, including such sums as are paid to the various contractors and approved additions thereto, provided that the following shall not be included:
    - (i) Goods and Services tax;
    - (ii) administration, interest charges, management and legal costs incurred by the City;
    - (iii) fees paid by the City for soil borings and material testing;
    - (iv) the cost of installation or relocation of public utilities or other works when the installation or relocation is not designed and administered by the Consultant;
    - (v) cost of acquisition of real property or any interest therein;
    - (vi) professional fees and payment to the Consultant; and
    - (vii) settlements to Consultants or contractors.
  - (u) “**Hourly Rate**” means direct salary cost plus provision for statutory holidays, vacations with pay, employment insurance, health, medical and accidental insurance, group life insurance, Canada Pension Plan, Company Pension Plan, sick leave allowance, compensation and overhead and shall apply to all hours that are billed in performance of the Services;
  - (v) “**Letter of Intent**” means the letter sent by the Chief Administrative Officer or his/her delegated authority notifying the Consultant that a contract for Services has been awarded to the Consultant;
  - (w) “**Manager of Materials**” means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
  - (x) “**may**” indicates an allowable action or feature which will not be evaluated;
  - (y) “**must**” or “**shall**” indicates a mandatory requirement which will be evaluated on a pass/fail basis;
  - (z) “**Party**” means the City of Winnipeg, the Consultant or both the City of Winnipeg and the Consultant;
  - (aa) “**Person**” means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
  - (bb) “**Project**” shall refer to the project or sections of the project described in the Scope of Services;

- (cc) "**Project Manager**" means the City's representative throughout the duration of the Contract who has the authority to act on behalf of the City to the extent expressly provided for in this Contract;
- (dd) "**Proponent**" means any Person or Persons submitting a Proposal for the Work;
- (ee) "**Proposal**" means the offer contained in the Proposal Submission;
- (ff) "**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;
- (gg) "**Request for Proposal**" means the Proposal Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, and all addenda;
- (hh) "**Services**" means carrying out and doing of all things of every kind, either expressly or impliedly required, that are to be done by the Consultant in accordance with the terms of this Contract and Appendices and Schedules attached hereto and includes all work, testing, analysis, equipment, matters and things necessary for or incidental to the fulfilment of the requirements of the Contract, and all Changes in Services which may be approved as herein provided;
- (ii) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
- (jj) "**Site**" means the lands and other places, including structures, on, under, in or through which the Service is applicable to but does not include a Consultant's Facility;
- (kk) "**Subconsultant**" means a person contracting with the Consultant to perform a part or parts of the Services to be provided by the Consultant pursuant to the Contract;
- (ll) "**Submission**" means any document, shop drawing or specification received by the Consultant with respect to performance of the Services;
- (mm) "**Submission Deadline**" means the time and date set out in the Bidding Procedures for final receipt of Bids;
- (nn) "**Supplemental Conditions**" means the portion of the Bid Opportunity/RFP/Contract by that name which sets out terms and conditions specific to the Contract and supplements or modifies the General Conditions; and "D" designates a section, clause or sub-clause in that portion of the Contract;
- (oo) "**Termination Expenses**" means expenses incurred by the Consultant which are directly attributable to termination of the Services;
- (pp) "**Total Performance**" means that the entire Services have been completed in accordance with the requirements of the Contract and upon determination of the Project Manager.

## C2. INTERPRETATION

- C2.1 The provisions of this Contract shall supersede all previous agreements, arrangements or understandings, whether written or oral, between the City and the Consultant in connection with and incidental to the Services, and it is agreed that this Contract constitutes the sole and entire agreement between the City and the Consultant relating to the Services, and no other terms, conditions, representations, covenants or warranties, whether expressed or implied, shall form a part hereof.
- C2.2 Where the Consultant consists of more than one Person, the liability to perform the Services herein contained to be performed by the Consultant shall be joint and several.
- C2.3 The Contract has been entered into in the Province of Manitoba and shall be governed by and construed, performed and enforced according to the laws of the Province of Manitoba and of Canada, as applicable, and is subject to the exclusive jurisdiction of the Courts of Manitoba.

- C2.4 Headings, titles and marginal notes in this Contract are inserted for convenience of reference only and shall not be used as explanatory of the clauses or paragraphs below or opposite which they appear.
- C2.5 Wherever the singular or masculine is used in this Contract, it shall be considered as the feminine, plural or neuter as being used where the context so requires.
- C2.6 If there is any conflict or inconsistency between portions of the Contract, the following order of precedence shall apply:
- (a) the executed agreement between the City and Consultant shall govern over all schedules or other documents forming part of the Contract;
  - (b) the Letter of Intent shall govern over the Proposal;
  - (c) the Proposal shall govern over the Supplemental Conditions;
  - (d) the Supplemental Conditions shall govern over the General Conditions;
  - (e) the General Conditions shall govern over Specifications;
  - (f) Specifications of a later date shall govern over Specifications of an earlier date;
- C2.7 The City and the Consultant acknowledge and agree that the Consultant is an independent Consultant and neither the Consultant, nor any officer, servant or agent of the Consultant, shall be deemed to be an employee, agent, representative or servant of the City.
- C2.8 Any provision of the Contract may be waived only by express waiver in writing by the Project Manager. No express waiver of any provision shall imply the waiver of any other provision. The waiver by any Party of the strict observance or performance of any term of this Contract or of any breach of it on the part of any Party shall not be held or deemed to be a waiver of any subsequent failure to observe or perform the same or any other term of this Contract.
- C2.9 All obligations under this Contract that necessarily extend beyond termination of this Contract in order to fully achieve their intended purpose shall survive termination of this Contract, including without limiting the generality of the foregoing, all indemnification provisions, intellectual property provisions, and confidentiality provisions.

### **C3. DECLARATIONS**

#### **Investigation**

- C3.1 The Consultant declares that, in bidding for the Services and in entering into the Contract, he:
- (a) has investigated the nature of the Service to be done and all conditions that might affect his Proposal or his performance of the Service; or
  - (b) has not investigated the nature of the Service to be done or conditions;

and, in either event, assumes all risk for conditions now existing or arising in the course of the Service which have been or could have been determined through such investigation, and that he did not and does not rely upon information furnished by the City or any of its servants or agents other than information furnished in writing for or in connection with the Proposal or the Contract by the Project Manager.

#### **No Conflict**

- C3.2 The Consultant hereby declares that this Contract is entered into in good faith on the part of the Consultant, that no member of City Council, administrative or financial officer, director or any other officer of the City has any pecuniary interest, direct or indirect, in this Contract or any other agreement or part of an agreement, contract or commission made pursuant to this Contract or to any benefit to arise therefrom, and agrees that it shall forfeit all claims for



payment or otherwise under this Contract if it shall appear that any member of City Council, administrative or financial officer, director or any other officer of the City is at any time interested therein or if any interest therein is given or agreed to be given to it and as well shall refund to the City any monies paid to the Consultant by the City under this Contract.

- C3.3 The Consultant declares that it has not participated in any collusive scheme or combine in connection with this Contract and agrees that it shall forfeit all claims under this Contract if it should ever be established that this declaration is false and as well shall refund the City any monies paid to the Consultant under this Contract.

#### **C4. EXECUTION OF CONTRACT**

- C4.1 The Consultant shall execute the Contract in the manner stipulated by the City Solicitor and return the Contract, within seven (7) Calendar Days of receipt of the Contract, to the attention of the City Solicitor at the address indicated in C16.4.

- C4.2 No payments will be made by the City to the Consultant until the Consultant has executed and returned the Contract as set out in C4.1.

#### **C5. AUTHORITY OF PROJECT MANAGER**

- C5.1 If more than one Project Manager is appointed, each Project Manager shall be designated for a particular stage or stages of the Project, and each Project Manager shall be authorized to act on behalf of the City to the extent provided for in the Contract with respect to the particular stage or stages that the Project Manager has been assigned.

- C5.2 The Project Manager shall provide the Consultant with the following information and documents relating to the Project, except insofar as the Consultant is expressly instructed by the Project Manager to furnish same under the terms hereof:

(a) any information, plans and specifications regarding existing or proposed activities or works relevant to the Services to be performed, which the City has in its possession, or has reasonable access to.

- C5.2.1 The City does not represent or warrant the accuracy or completeness of the said information, and the Consultant shall so determine and rectify any errors or omissions therein.

- C5.3 The Project Manager shall give prompt consideration to all documents submitted by the Consultant including all sketches, Drawings, specifications, tenders, proposals, contracts, agreements, reports and correspondence and shall provide written decisions, instructions, Acceptances and any other information required as soon as reasonably possible in order to enable the Consultant to comply with the agreed time schedule.

- C5.4 Performance Review - The Project Manager shall conduct a performance review of Services provided by the Consultant annually or upon Total Performance, with the results of the review being communicated to the Consultant.

- C5.5 The Project Manager may give instructions or orders to the Consultant to the extent necessary to ensure that the Services are performed in an orderly manner and meet the requirements of the Contract.

- C5.6 The Project Manager may order the Consultant to remove any individual employed or retained by the Consultant or a Subconsultant in the performance of the Services, who the Project Manager determines is incompetent, negligent or guilty of misconduct.

- C5.7 The Project Manager shall determine whether Total Performance is achieved and shall certify the date thereof.

**C6. PROJECT MANAGER'S DECISION**

C6.1 Every certificate, decision or approval of the Project Manager in any matter or question specifically referred to him under the terms of this Contract or the schedules hereto shall not be effective unless in writing and shall be final and binding on the Consultant.

**C7. CONSULTANT'S SERVICES AND RESPONSIBILITIES**

C7.1 The Consultant shall appoint a Project Supervisor or Project Supervisors for the Project. Where more than one Project Supervisor is appointed, each shall be designated for a particular stage or stages of the Project and each Project Supervisor shall be authorized to transmit instructions to and accept information and advice from the City.

C7.2 The Consultant shall perform, to the satisfaction of the Project Manager, all services of every kind, either expressly or impliedly required for the Project, including those identified in the Scope of Work, as well as any Change in Services.

C7.3 After giving notice to the Consultant, the Project Manager may, in writing at any time after the execution of the Contract or the commencement of the Services, delete, extend, increase, vary or otherwise alter the Services, and if such action by the Project Manager necessitates additional staff or Services, the Consultant shall be paid in accordance with C10 for such additional staff employed directly thereon, together with such disbursements as may be allowed under C10. In the case of a reduction in the requirement for Services, the Consultant's fee shall be reduced accordingly and confirmed in writing.

C7.4 The Consultant shall submit to the Project Manager for approval, a detailed time schedule for the performance of its Services for the Project. The Consultant must comply with the approved time schedule which forms an integral part of this Contract. If a change in the approved time schedule becomes necessary, the Consultant shall promptly submit a report to the Project Manager and obtain prior written approval for any change in the time schedule.

C7.5 The Consultant, if requested in writing to do so by the Project Manager, shall make any required changes in the Project notwithstanding its previous approval and the Consultant shall advise the Project Manager of any effect on the time schedule, budget and other implications of the changes, but nothing done by the Consultant to remedy design errors or other problems attributable to shortcomings of the Consultant, including persons consulted, employed or supervised by it, shall entitle it to additional fees.

C7.6 The Consultant shall provide competent, suitably qualified personnel to perform the Services.

C7.7 Where required, before any additional Services are commenced, the Consultant shall submit to the Project Manager for approval the name, address and a resume of the qualifications and experience of all personnel together with the Hourly Rate for those individuals it intends to employ to perform Services on the Project.

C7.8 The Consultant shall remove, within ten (10) Calendar Days, any personnel performing Services on the Project upon receipt of written notice from the City. Any individual so removed shall not be re-employed on the Project.

C7.9 No Subconsultant shall be engaged by the Consultant for the performance of Services in connection with the Project without approval by the Project Manager. When a Subconsultant has been identified for parts of the Services they must be used for those parts of the Services unless the prior approval of the Project Manager has been obtained.

C7.10 The Consultant shall notify and obtain the approval of the Project Manager for all significant additions and changes to staff.

- C7.11 The Consultant shall have the duty to coordinate the Services to be performed by the Consultant, Subconsultants, contractors, and the City's own forces throughout the Project.
- C7.12 The Consultant shall keep the Project Manager fully advised and informed during each stage of the Project.
- C7.13 The Consultant's status reports shall be made at the times and in the manner as required by the Project Manager, consistent with the Contract.
- C7.14 The Consultant shall keep and maintain accurate time sheets and cost invoice records of its Services performed under this Contract including Services performed on its behalf by any Subconsultant and, when required, shall make such material available for inspection and audit by the Project Manager. The Consultant shall keep and preserve the said material for a period of at least two (2) years following Total Performance or termination of its Services under this Contract.
- C7.15 The Consultant shall ensure that the Services comply with all relevant federal, provincial and municipal legislation, codes, bylaws and regulations. Where there are two or more laws, by-laws, regulations or codes applicable to the Services, the most restrictive shall apply.
- C7.16 The Consultant and all professional individuals conducting Services pursuant to the Contract shall be members in good standing with the applicable professional association in the Province of Manitoba.
- C7.17 The Consultant shall obtain and pay for all necessary permits or licences required for the execution of the Services.
- C7.18 Any Project identification signs proposed for the Site must be approved by the Project Manager.
- C7.19 If the Consultant performs the Services contrary to any laws, by-laws, regulations, codes and orders of any authority having jurisdiction, the Consultant shall be responsible for and shall correct any violations thereof and shall bear all resulting costs, expenses and damages.
- C7.20 In the event the Consultant fails to comply with any legislation or any regulations thereunder and the City is required to do anything or take any steps or pay any sums to rectify such non-compliance, the City may set-off the cost of such rectifications from any monies owed to the Consultant. Any such set-off is not be construed as liquidated damages.
- C7.21 Drawings and specifications shall be issued in metric notation unless directed otherwise.

## **C8. CHANGES IN SERVICE**

### **General**

- C8.1 The City shall have the right to order a Change in Service at any time after award of the Contract.
- C8.2 If, at any time after award of the Contract, the Consultant is of the opinion that a Change in Service is necessary to accomplish the result intended by the Contract or if the Consultant considers it desirable that a Change in Service be approved, he shall promptly provide notice thereof to the Project Manager, including:
- (a) the reason for the proposed Change in Service;
  - (b) a detailed description of the proposed Change in Service;
  - (c) the Consultant's proposed method(s) to determine the adjustment, if any, in Contract Price pursuant to C8.4.
- C8.2.1 Without limiting the generality of C8.2, if the Consultant observes:

- (a) any substantial difference in the nature of the Services required from those set out in the Contract; or
- (b) that the Contract is at variance with any laws, ordinances, rules, regulations or codes of authorities having jurisdiction, or if changes are made to any laws, ordinances, rules, regulations and codes subsequent to the Submission Deadline which require modifications to the Contract;

the Consultant shall immediately notify the Project Manager.

- C8.3 The Project Manager shall determine whether a Change in Service is necessary or desirable and whether a corresponding adjustment to the Contract Price is required.
- C8.3.1 If the Project Manager determines that no Change in Service is necessary or desirable, he will issue a notice stating his determination.
- C8.3.2 If the Project Manager determines that a Change in Service is necessary or desirable but no corresponding adjustment to the Contract Price is required, he will issue a notice approving the Change in Service and stating his determination.
- C8.3.3 If the Project Manager determines that a Change in Service is necessary or desirable, which requires a corresponding adjustment to the Contract Price, and he is able to determine such adjustment based on the available information, he shall issue a notice approving the Change in Service and stating his determination regarding the method(s) to be used to determine the adjustment in Contract Price pursuant to C8.4.
- C8.3.4 If the Project Manager determines that a Change in Service is necessary or desirable, which requires a corresponding adjustment to the Contract Price, and he requires further information to determine such adjustment, he shall issue a notice stating his determination and requiring the Consultant to submit the Consultant's proposed method(s) to determine the adjustment in Contract Price pursuant to C8.4, and upon receipt and evaluation of such information, he shall issue a notice in accordance with C8.3.3.

#### **Valuation of a Change in Service**

- C8.4 The adjustment in Contract Price resulting from a Change in Service shall be determined by one or more of the following methods:
- (a) by estimate in a lump sum;
  - (b) by the unit prices and methods of measurement set out in the Contract or subsequently agreed upon;
  - (c) by the actual cost of the Change in Service to the Consultant plus a fixed fee;
- C8.4.1 For the purposes of C8.4(c), "actual cost" on any portion of the Change in Service undertaken by the Consultant's own forces shall mean the direct cost of labour plus an allowance for direct supervision and payroll burden (including Employment Insurance, Canada Pension, Payroll Tax, Workers Compensation assessments and vacation pay) and any other payments made by the Consultant with the prior approval of the Project Manager that are necessary for the performance of the Change in Service.
- C8.4.2 For the purposes of C8.4(c), "actual cost" on any portion of the Change in Service undertaken by a Subconsultant shall mean the amount invoiced by the Subconsultant and paid by the Consultant, net of any discounts and excluding any late payment interest or penalties.
- C8.5 If a Change in Service results in a reduction in the Contract Price, no claim may be made for damages on the ground of loss of anticipated profit on Service so diminished or on any other ground provided that the aggregate reduction in the Contract Price does not exceed twenty percent (20%) of the price agreed upon for the Service as of the date of the award of the Contract.

C8.5.1 Reductions in the Contract Price as a result of:

- (a) Changes in Service requested by the Consultant;
- (b) a deduction for defective or deficient Service;
- (c) a decrease due to a change in tax; or
- (d) the City's application of a remedy for an event of default;

shall not be considered in calculating the aggregate reduction in the Contract Price for the purposes of C8.5.

C8.6 If a Change in Service diminishes the Service, or any part thereof, resulting in:

- (a) extra cost to the Consultant, directly attributable to the diminution, for which he would not be entitled to payment on a unit price basis; or

the Consultant shall be compensated therefor by the City in the sum or sums determined by the Project Manager.

C8.7 If the method of valuation or measurement or the adjustment to the Contract Price cannot be promptly agreed upon and the Project Manager requires the Change in Service to proceed, then the Project Manager will determine the method of valuation and measurement and the adjustment to the Contract Price. The Project Manager shall issue a notice approving the Change in Service and setting out the method of valuation, measurement, and any approved adjustments to the Contract Price.

C8.8 If the Consultant disputes a determination made by the Project Manager, the Consultant shall act in accordance with the Project Manager's determination. The Consultant may concurrently appeal the determination of the Project Manager to the Chief Administrative Officer as provided for in C16.3.

#### **Cost Records**

C8.9 If a valuation is required pursuant to C8.4 or C8.6, the Consultant shall provide the Project Manager with:

- (a) detailed and accurate statements showing:
  - (i) rate of pay and hours of work for each of the persons employed by the Consultant; and
- (b) access to any cost records (including payroll records, time books and invoices) or other data necessary to verify the accuracy of such statements.

### **C9. INTELLECTUAL PROPERTY**

C9.1 All reports, drawings, calculations, designs, plans, leading practices, specifications, and other data, information and all material utilized, collected, compiled, drawn and produced (including computer printouts) to carry out the Services contemplated in this Agreement ("Deliverables") are solely the property of the City, with the exception of the materials and information in the possession of the Consultant prior to the commencement of this project, and the Consultant's copyright in such property, if any, is hereby assigned to the City.

C9.2 Upon completion of the Services or termination of this Contract, all of the Deliverables shall be delivered by the Consultant to the City on demand by the City. The Consultant may retain one complete set of the Deliverables for its records and the City shall make the originals, or a reasonable reproduction thereof, available to the Consultant for all proper and reasonable purposes during the period of five (5) years following the completion or termination of the Consultant's Services under this Contract.

- C9.3 Without prejudice to any rights which may exist in the City by virtue of any prerogative rights and powers or by virtue of the Copyright Act of Canada, as amended from time to time, the Consultant assigns all present and future rights in the copyright in the Deliverables absolutely and immediately to the City. Furthermore, the City may use the Deliverables or any part thereof for, or apply it to, other studies or projects without the Consultant's consent and without any payment or compensation whatsoever. If the City elects to so use or apply the Deliverables, it does so at its own risk and the Consultant shall not be liable in any way for such other use or application or any adverse consequences flowing therefrom.
- C9.4 The Consultant expressly waives any claim to moral rights, as provided for in the law of copyright, over the Deliverables or any part thereof, created by the Consultant and the Consultant shall ensure that any agent or employee of the Consultant shall have waived all moral rights, as provided for in the law of copyright, over the Deliverables or any part thereof.
- C9.5 All concepts, products or processes produced by or resulting from the Services rendered by the Consultant in connection with the Project, or which are otherwise developed or first reduced to practise by the Consultant in the performance of Services, and which are patentable, capable of trademark or otherwise, shall be the property of the City.
- C9.6 The Consultant shall have a permanent, non-exclusive, royalty-free licence to use any concept, product or process, which is patentable, capable of trademark or otherwise, produced by or resulting from the Services rendered by the Consultant in connection with the Project, for the life of the Project, and for no other purpose or project.
- C9.7 The Consultant shall not infringe any copyright, trademark, patent, industrial design, trade secret, moral or other proprietary right of a third party and shall indemnify the City from all claims arising out of such an infringement.
- C9.8 If the City or the Consultant is served with a claim or notice of an infringement or alleged infringement of any patent, copyright, trademark or trade name, the Party so served shall immediately give notice thereof to the other Party.
- C9.9 The Consultant shall assist the City in every reasonable way, at the City's expense, to secure, maintain and defend for the City's benefit all copyrights, patent rights, trade secret rights and other proprietary rights in and to the Deliverables.
- C9.10 If the City or the Consultant is prevented by injunction from using any design, device, material or process covered by letters patent, copyright, trademark or trade name, the Consultant shall, at its own cost, substitute an equally suitable design, device, material or process, all subject to the prior approval of the Project Manager.

#### **Confidentiality and Ownership of Information**

- C9.11 During the course of this Contract, the Consultant may acquire access to information concerning the City that is confidential. The Consultant shall not disclose or appropriate to its own use, or to the use of any third party, at any time during or subsequent to the term of this Contract, any confidential information of the City of which the Consultant has been or hereafter becomes informed, whether or not developed by the Consultant, including without limitation, information pertaining to this Project and the resulting report, if any, to be provided. This clause shall not apply to information the Consultant may necessarily be required to disclose or use in connection with the Services which it is obligated to perform under this Contract or as required by law.
- C9.12 The Contract, all Deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City. The Consultant 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.

- C9.12.1 Further to C9.12 and in accordance with C9.4, the Consultant expressly waives any claim to moral rights, as provided for in the law of copyright.
- C9.13 The Consultant 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.
- C9.14 The Consultant hereby agrees to execute such other documentation as may be reasonably requested by the City to evidence their respective intellectual property rights in and to the Deliverables.

## **C10. TERMS OF PAYMENT**

- C10.1 The City shall pay the Consultant, as consideration for the execution of the Services as follows:
- (a) Fixed fees shall be paid in accordance with the Contract;
  - (b) Time based fees shall be paid for Services actually performed and based on the Hourly Rate and the hours actually worked to a maximum of the amount stipulated in the Contract;
  - (c) Percentage based fees shall be calculated by multiplying the appropriate percentage stipulated in the Contract with the applicable Final Total Construction Cost. The percentage fee plus Goods and Services Tax shall provide full compensation for Services provided for percentage fee services. Where Services are reimbursed on a percentage fee basis, the percentage fee should be all-inclusive except as specifically excluded as an Allowable Disbursement.
- C10.2 Additional Services shall be paid in accordance with the method described for those Services authorized in writing by the Project Manager.
- C10.3 The City shall pay the Consultant, as consideration for Allowable Disbursements described herein, the actual cost of the disbursement to the Consultant, with no administrative mark-ups.

### **Taxes and Other Government Charges**

- C10.4 Consultant shall be responsible for its own income taxes, Canada Pension Plan contributions, Workers' Compensation assessments, Employment Insurance premiums and all other taxes, levies or charges payable to any governmental or public authority with respect to the consideration paid by the City to the Consultant under this Contract.
- C10.5 The Consultant shall indemnify the City, against all costs and expenses incurred by the City as a result of it not withholding income tax, Canada Pension Plan contributions, Workers' Compensation assessments and Employment Insurance premiums from the consideration paid by the City to the Consultant including, without limiting the generality of the foregoing, any income tax, interest or penalties that may be assessed against the City for failure to withhold tax or for any other amounts whatsoever which may be charged to it, levied against it or otherwise claimed from it on account of Canada Pension Plan contributions, Workers' Compensation assessments or Employment Insurance premiums in respect of such consideration.
- C10.6 The City shall withhold from any and all payments of fees such amounts in respect of non-resident withholding taxes as it may be required to withhold under the terms of the Income Tax Act (Canada) or the terms of any International Tax Convention and shall remit same as required pursuant thereto.

### **Payment of Fees and Allowable Disbursements**

- C10.7 Invoices shall clearly identify:
- (a) the billing period;

- (b) Fixed fees - statement of fees for Services rendered in accordance with the Contract;
    - (i) Time based fees - personnel names, hours charged, Hourly Rate and total cost for time based services for the billing period;
    - (ii) Percentage based fees - percentage of Services completed for the billing period based on the estimated Final Total Construction Cost;
  - (c) tabulation of Allowable Disbursements by category with proof of purchase or expenditure for Allowable Disbursements within the billing period; and
  - (d) a summary table identifying approved budgets, billing period charges and total cumulative charges for each category of service.
- C10.8 No payment will be made for charges exceeding an agreed to budget or resulting from a revision to the method of payment for any category of Service unless approved in writing by the Project Manager.
- C10.9 The Consultant agrees that Allowable Disbursements shall not exceed the maximums stated within the Contract unless approved in writing by the Project Manager. The Consultant shall obtain the written consent of the Project Manager prior to incurring any disbursements not previously identified in the Contract.
- C10.10 The City shall endeavour to make payment in Canadian funds to the Consultant within thirty (30) Calendar Days after receipt and approval of the Consultant's invoice.
- C10.11 It is understood by the City and agreed by the Consultant that the fees are only payable when the Services have been performed to the satisfaction of the Project Manager and any partial payment in respect of a phase or part of a phase is not to be deemed a waiver of the City's rights of set-off at law under this Contract for costs or expenses arising from default or the negligence of the Consultant.
- C10.12 The City may, at its option, pay the Consultant by direct deposit to the Consultant's banking institution.
- C11. FORCE MAJEURE/SUSPENSION**
- C11.1 Either Party shall not be liable to the other Party for any loss, damage or other claim whatsoever, including direct or indirect losses, loss of profits, or compensation for any inconvenience, nuisance or discomfort, arising out of a force majeure as defined below, or if either Party is prevented from having access to and/or from the premises arising out of a force majeure as defined below, provided that the Party claiming a force majeure hereunder shall promptly notify the other specifying the cause and probable duration of the delay. In the case of a continuing delay, only one claim for an extension shall be necessary.
- C11.2 "Force majeure" means any circumstances beyond the reasonable control of the affected Party and not caused by its default or act of commission or omission and not avoidable by the exercise of reasonable effort or foresight by such Party. Without restricting the generality of the foregoing, force majeure shall include any one or more of the following: any act of God; embargo, confiscation, acts or restraints of governments or public authorities; wars, sabotage, act of public enemy or riot; strikes, slow-downs, lockouts or other labour or employee interruptions or disturbances, whether involving employees of that Party or of any other person over which that Party has no reasonable control; explosion, fire, radioactive contamination, flood or natural disaster. Lack of finances shall in no event be deemed to be a cause beyond a Party's reasonable control.
- C11.3 The performance of any obligation suspended or delayed due to force majeure shall resume as soon as reasonably possible after the force majeure ends and the work schedule shall be adjusted by a period of time equal to the time lost due to such delays.



## **C12. INDEMNITY**

- C12.1 The Consultant shall use due care in the performance of the obligations under this Contract to ensure no person is injured, no property is damaged or lost, and no rights are infringed.
- C12.2 The Consultant 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 Consultant, its servants or agents or persons for whom it has assumed responsibility, including Subconsultants, in the performance or purported performance of this Contract to a maximum of the Contract Price plus two million dollars.
- C12.3 The City has the right, acting reasonably and upon notice to the Consultant, to settle any such action, proceeding, claim or demand and charge the Consultant with the amount so paid or to be paid in effecting a settlement.
- C12.4 The Consultant shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City.
- C12.5 If the Consultant fails to make any payment required to be made to the City pursuant to the foregoing, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Consultant under the Contract and/or take whatever other remedies against the Consultant that the City may have at law.

## **C13. DEFAULT, SUSPENSION AND TERMINATION**

- C13.1 An event of default will be deemed to have occurred if the Consultant:
- (a) discontinues providing the Services; or
  - (b) is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of its creditors, or has a receiver or liquidator appointed in respect of its assets; or
  - (c) is not performing or has not been performing the Services, or any part thereof in the City's best interests, in a competent and workmanlike manner and in all respects in strict conformity with the Contract; or
  - (d) is not progressing continuously with the Services or any part thereof, and in such a manner as to ensure the completion of the Services or any part thereof, in accordance with the time schedule referred to herein; or
  - (e) fails to comply with any laws, by-laws or statutory regulations; or
  - (f) fails to submit any schedules, documents or information required by the Project Manager; or
  - (g) refuses or neglects to comply with an order given by the Project Manager; or
  - (h) commits any other breach of this Contract.
- C13.2 If in the opinion of the Project Manager an event of default has occurred, the City may by written notice require the default to be corrected. If within thirty (30) Calendar Days after receipt of such notice by the Consultant, such default has not been corrected, the City may do any one or more of the following:
- (a) withhold or retain the whole or part of any payment;

- (b) take the whole of the Services, or any part or parts thereof out of the hands of the Consultant;
- (c) demand payment for any amount owed to the City;
- (d) terminate this Contract.

- C13.3 In addition, the City shall have the right to terminate this Contract due to a lengthy suspension or interruption of the Project as a consequence of a Force Majeure.
- C13.4 In addition, the City shall have the right to terminate this Contract for any reason whatsoever upon giving thirty (30) Calendar Days prior written notice to the Consultant.
- C13.5 Upon receipt of written notice of termination of this Contract, the Consultant shall perform no further services other than those reasonably necessary to close out its Services and pursuant to instructions provided by the Project Manager.
- C13.6 In the event that the City terminates this Contract as provided in C13.2, the City shall, upon completion of Close Out Services pursuant to C13.5, pay the Consultant only for the cost of the Services rendered and disbursements incurred by the Consultant in accordance with the terms of this Contract and remaining unpaid as of the effective date of such termination.
- C13.7 In the event that the City terminates this Contract as provided in C13.3 and C13.4, the City shall, upon completion of Close Out Services pursuant to C13.5, pay the Consultant for the cost of the Services rendered and disbursements incurred by the Consultant pursuant to the terms of this Contract and remaining unpaid as of the effective date of such termination, plus the Consultant's reasonable Termination Expenses as defined in C1.1(o).

**Set-Off**

- C13.8 It is expressly understood and agreed that the City shall reserve a right of set-off for any default by the Consultant arising from the termination of this Contract, in addition to any other remedies that it may have at law.

**C14. SUCCESSORS AND ASSIGNMENT**

- C14.1 This Contract shall inure to the benefit of and be binding upon the parties hereto and upon their respective successors and permitted assigns.
- C14.2 The Consultant shall not, without first obtaining the prior written approval of the Project Manager, assign this Contract or any payments thereunder.
- C14.3 Further to C7.9, if the Consultant proposes to engage a Subconsultant for any portion(s) of the Project, then the following information must be provided to the Project Manager, for his prior approval:
- (a) the name and address of the Subconsultant;
  - (b) the services to be undertaken by the Subconsultant and how these relate to the Services of the Consultant;
  - (c) the personnel of the Subconsultant along with their qualifications who will perform the Services; and
  - (d) the fee of the Subconsultant for performing the Services.
- C14.4 Should the Consultant, upon obtaining the written consent of the Project Manager, enter into any Sub-Contract, the Consultant shall ensure that the new Subconsultant agrees in writing that all Services done by the Subconsultant shall be subject in all respects to the provisions of this Contract.

C14.5 The Consultant shall obtain the written approval of the City before changing any Subconsultant previously approved by the City, or performing Services with its own forces, and must provide the Project Manager with the information detailed in C14.3 as well as outlining the reason(s) for the change.

## **C15. ARBITRATION**

C15.1 If, at any time during the term of this Contract, any dispute, difference or question shall arise between the City and the Consultant regarding the Services, then every such dispute, difference or question may, with the consent of both the City Solicitor, on behalf of the City, and the Consultant, be referred to arbitration

C15.2 The party desiring arbitration (the "Requesting Party") shall request the consent of the other party (the "Other Party") to refer a particular dispute, difference or question to arbitration.

C15.3 The Other Party shall reply to the request within seven (7) Calendar Days of receiving same.

C15.4 If the Other Party has consented to arbitration, the Requesting Party shall nominate an arbitrator (the "Requesting Party's Nominee") within seven (7) Calendar Days of receiving the reply. The Other Party shall have seven (7) Calendar Days after receiving notice of the nomination to accept or reject the Requesting Party's Nominee.

C15.5 If the Other Party accepts the Requesting Party's Nominee, the dispute, difference or question shall be promptly referred to him or her.

C15.6 If the Other Party rejects the Requesting Party's Nominee, it shall, within seven (7) Calendar Days of rejection, appoint its own arbitrator.

C15.7 The Requesting Party shall, within seven (7) Calendar Days of receiving the Other Party's rejection, appoint its own arbitrator.

C15.8 The arbitrators appointed under the foregoing sub-clauses (i) and (ii) shall, within seven (7) Calendar Days of the date on which the last of them was appointed, appoint a third arbitrator (the "Panel Chair") who will act as chair of the arbitration panel.

C15.9 The Arbitration Act (Manitoba) or any successor legislation thereto shall apply to the arbitration in all respects except as expressly otherwise provided in these General Conditions.

C15.10 The single arbitrator or the Panel Chair, as the case may be, shall determine the procedure to be followed in the arbitration, which shall be consistent with The Arbitration Act (Manitoba) or any successor legislation thereto.

C15.11 Where the matter proceeds with a single arbitrator, each Party shall be responsible for its own legal expenses, expenses to produce expert evidence or other expenses voluntarily incurred, and for an equal share of the fees and expenses of the single arbitrator and of any other expenses related to the arbitration.

C15.12 Where the matter proceeds with an arbitration panel, each Party shall be responsible for its own legal expenses, expenses to produce expert evidence or other expenses voluntarily incurred, for the fees and expenses of the arbitrator appointed by it, and for an equal share of the fees and expenses of the Panel Chair and of any other expenses related to the arbitration.

C15.13 The duties and obligations imposed upon the Consultant by the Contract and the rights and remedies available to the City hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Consultant or available to the City at law.

- C15.14 The determination that any provision of this Contract is invalid or unenforceable shall not invalidate this Contract. If any court of appropriate jurisdiction deems any provisions hereof unenforceable, such provision shall be modified only to the extent necessary to render it enforceable and this Contract shall be valid and enforceable and the parties hereto agree to be bound by and perform same as thus modified.
- C15.15 This Contract may be modified by the parties hereto only by mutual agreement in writing and executed by both parties.

**C16. NOTICES**

- C16.1 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under the Contract shall be in writing and shall be delivered by hand, by facsimile transmission (fax) or by mail.
- C16.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in C16.3 or C16.4, or elsewhere in the Contract, shall be sent to the attention of the Project Manager.
- C16.3 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  
Office of the Chief Administrative Officer  
Attn: Chief Financial Officer  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174
- C16.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:  
The City of Winnipeg  
Legal Services  
Attn: City Solicitor  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155
- C16.4.1 Either party may, by giving notice, designate another address or addresses at which it will accept delivery of notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications.
- C16.4.2 Delivery to the Consultant's designated supervisor at the Site shall constitute delivery to the Consultant.
- C16.5 Any notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications given as provided herein shall:  
(a) if delivered by hand, be deemed to have been received on the day of receipt;  
(b) if delivered by facsimile transmission, be deemed to have been received on the day of transmission, if a Business Day, or if not a Business Day, on the Business Day next following the day of transmission; and

- (c) if delivered by mail, be deemed to have been received on the second Business Day on which mail is delivered by Canada Post following the date of mailing.