



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 833-2010

CONSTRUCTION MANAGEMENT SERVICES FOR THE DESIGN AND DEVELOPMENT OF THE WINNIPEG POLICE SERVICE HEADQUARTERS AT 266 GRAHAM AVENUE (FORMER CANADA POST BUILDING) IN WINNIPEG

Proposals shall be submitted to:

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

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	4
Form G1: Bid Bond and Agreement to Bond	5
Form G2: Irrevocable Standby Letter of Credit and Undertaking	7

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Available Information	2
B6. Confidentiality	2
B7. Addenda	2
B8. Substitutes	2
B9. Proposal Submission	3
B10. Proposal (Section A)	5
B11. Prices (Section B)	5
B12. Bid Security (Section C)	6
B13. Historical Firm Information/Experience of Bidder (Section D)	7
B14. Historical Experience of Key Personnel and Back-up Personnel Assigned to this Project (Section E)	7
B15. Key Personnel and Back-up Personnel Assigned to the Project (Section F)	8
B16. Capacity and Current & Future Work Commitments of Bidder (Section G)	8
B17. Management Plan (Section H)	8
B18. Qualification	9
B19. Eligibility	10
B20. Conflict of Interest	10
B21. Opening of Proposals and Release of Information	11
B22. Irrevocable Offer	11
B23. Withdrawal of Offers	11
B24. Interviews	11
B25. Negotiations	12
B26. Evaluation of Proposals	12
B27. Award of Contract	13

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	3
D4. Contract Administrator	4
D5. Contractor's Supervisor	4
D6. Confidentiality and Ownership of Information	4
D7. Notices	4
D8. Construction Documents	5

Submissions

D9. Authority to Carry on Business	6
D10. Safe Work Plan	6
D11. Insurance	6
D12. Performance Security	7
D13. Detailed Work Schedule	8

D14. Security Clearance	8
Schedule of Work	
D15. Commencement	9
D16. Critical Stages	10
D17. Substantial Performance	10
D18. Total Performance	10
D19. Liquidated Damages	11
Control of Work	
D20. Job Meetings	11
D21. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	11
D22. Site Security	11
Measurement and Payment	
D23. Invoices	12
D24. Payment	12
D25. Payment Schedule	12
Warranty	
D26. Warranty	12
Form H1: Performance Bond	13
Form H2: Irrevocable Standby Letter of Credit	15
Form P-608: Security Clearance Check	17
PART E - SPECIFICATIONS	
General	
E1. Applicable Specifications and Drawings	1
E2. General Requirements	1
Appendix A - Draft Program of Requirements (to be provided in accordance with B5)	
Appendix B - Division 01 General Requirements (to be issued by Addendum)	

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 CONSTRUCTION MANAGEMENT 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, December 2, 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 Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

- B3.1 Further to C3.1, Bidders should attend a Site Investigation at 9:00 a.m. on November 22, 2010.
- B3.1.1 Bidders are advised that attendance at the Site Investigation is not mandatory, but is strongly recommended, as access to the Site is restricted.
- B3.1.2 Meet at main entrance to Canada Post on Graham Avenue.
- B3.2 Bidders shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.
- B3.3 The Bidder is responsible for determining:
- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
 - (b) the nature of the surface and subsurface conditions at the Site;
 - (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
 - (d) the nature, quality or quantity of the Plant needed to perform the Work;
 - (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
 - (f) all other matters which could in any way affect its Proposal or the performance of the Work.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.
- B4.2 If the Bidder finds errors, discrepancies or omissions in the proposal documents, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal (RFP) will be provided by the Contract Administrator to all Bidders by issuing an addendum.

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

B5. AVAILABLE INFORMATION

- B5.1 The City maintains an FTP site (File Transfer Protocol) for documents related to this RFP.
- B5.1.1 The FTP site contains additional RFP documents and Existing Building Information.
- B5.1.2 Further to B5.1.1, all documents related to the RFP that are posted to the City's public Materials Management website will also be posted to the FTP site.
- B5.2 Access to the FTP site is available **only** to Persons who register with the Contract Administrator listed in D4.
- B5.2.1 The Contract Administrator may, acting reasonably, decline requests for registration.
- B5.3 Bidders are advised that the forwarding of the 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 FTP site.

B6. CONFIDENTIALITY

- B6.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- B6.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B7. ADDENDA

- B7.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B7.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B7.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>
- B7.2.2 The Bidder is responsible for ensuring that it has received all addenda and is advised to check the Materials Management Division internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B7.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B8. SUBSTITUTES

- B8.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

- B8.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B8.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B8.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B8.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.
- B8.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B8.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons it wishes to inform.
- B8.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B8.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base its Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B26.
- B8.9 No later claim by the Contractor for an addition to the Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B8.10 Notwithstanding B8.2 to B8.9 and in accordance with B9.7, deviations inconsistent with the Proposal document shall be evaluated in accordance with B26.1(a).

B9. PROPOSAL SUBMISSION

- B9.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal (Section A);
 - (b) Form B: Prices (Section B);

- (c) Bid Security (Section C)
 - (i) Form G1: Bid Bond and Agreement to Bond, or Form G2: Irrevocable Standby Letter of Credit and Undertaking, or a certified cheque or draft.
- B9.2 The Proposal should also consist of the following components:
 - (a) Historical Firm Information/Experience of Bidder (Section D);
 - (b) Historical Experience of Key Personnel and Back-up Personnel assigned to the Project (Section E);
 - (c) Key Personnel and Back-up Personnel Assigned to the Project (Section F);
 - (d) Capacity and Current & Future work commitments of Bidder (Section G);
 - (e) Management Plan (Section H);
- B9.3 Further to B9.1, all components of the Proposal shall be fully completed and should be provided in the order indicated, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B9.4 Further to B9.2, all components of the Proposal should be fully completed and provided in the order indicated, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B9.4.1 Further to B9.4, if any Submission contains a defect or irregularity such that it fails in some way to comply with any requirement of B9.2, which defect or irregularity, in the sole opinion of the City, acting reasonably, can be remedied without providing an unfair advantage to one or more Bidders, the City may request additional information from the Bidder. Upon receipt of the appropriate information, the City may waive the defect or irregularity and accept the Submission. Failure by a Bidder to provide the information requested by written response with three (3) Business Days of the request may result in disqualification of the Bidder from the RFP process.
- B9.5 Bidders shall submit **one (1)** unbound paper original (marked "original") and should submit **six (6)** paper copies for sections identified in B9.1 and B9.2.
- B9.5.1 One identical electronic version of the Proposal on a CD in Microsoft Word format or in PDF format that is created from an electronic file and is searchable.
 - (i) If there is any discrepancy between the electronic version of the Proposal and the paper version, the paper version shall take precedence.
- B9.5.2 Proposals should be organized into the Sections indicated above.
- B9.6 Bidders are advised not to include any information/literature except as requested in accordance with B9.1 and B9.2.
- B9.7 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B26.1(a).
- B9.8 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B9.8.1 Samples or other components of the Proposal which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B9.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B9.10 Proposals shall be submitted to:
The City of Winnipeg

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

B10. PROPOSAL (SECTION A)

- B10.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B10.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in its own name, its name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than its own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.
- B10.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B10.4 Paragraph 12 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in its own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B10.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B10.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B11. PRICES (SECTION B)

- B11.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B11.1.1 Notwithstanding C12.2.3(c), prices on Form B: Prices shall not include the Goods and Services Tax (GST), which shall be extra where applicable.
- B11.1.2 Prices in Items 1 to 3 shall include all disbursements costs (e.g. printing, copying, phone, fax, courier, parking fees, small tools and equipment and any other items required to perform the Work of the Contract).
- B11.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

- B11.3 The estimated construction cost is provided for the information of the Bidder, and is the maximum budget amount for construction costs.
- B11.3.1 The City will not consider an adjustment to the fees based on changes in the Project budget.
- B11.3.2 Notwithstanding C7.4, any construction amounts over the maximum budget, for scope adjustments, will be subject to the percent mark-up shown on Form B: Prices.
- B11.3.3 Notwithstanding C7.4, any construction amounts over the maximum budget, other than scope adjustments, will be subject to fifty percent (50%) of the percent mark-up shown on Form B: Prices.
- B11.4 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor.
- B11.5 The percent (%) shall be entered into the Unit Price column for Item 4 on Form B: Prices. The Amount column for Item 4 on Form B: Prices shall be calculated by multiplying the unit price (%) times the estimated construction cost shown in Approximate Quantity. For example, if the percent mark-up is 0.75%, the Amount column for Item 4 would read \$600,000 (i.e. $\$80,000,000 \times 0.75\% = \$600,000$).
- B11.5.1 The Contractor may request to use its own forces to complete portions of the Work. For the purpose of percent mark-up, the Contractor's own forces will be considered a Subcontractor and costs will be determined based on the mark-up entered on Form B: Prices.
- B11.5.2 The estimated construction cost stated in Item 5 on Form B: Prices is an upset limit or maximum amount budgeted for construction costs and the actual cost for renovations under the Contractor's scope of service may be less than this amount, depending on scope of work and Subcontractor pricing. The Percent mark up that the Contractor is entitled to, on the accepted bids for Subcontractor contracts, will be in accordance with the amount stipulated in Form B: Prices under Item 4. The actual amount paid to the Contractor will vary depending on total Subcontractor pricing received for actual construction cost.
- B11.6 Bidders are advised that payments to non-residents for services provided in Canada may be subject to a withholding under the Income Tax Act (Canada). Bidders who may be affected should consult the Canada Revenue Agency.

B12. BID SECURITY (SECTION C)

- B12.1 The Bidder shall provide bid security in the form of:
- (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Bid Submission (Form G1: Bid Bond and Agreement to Bond); or
 - (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form included in the Bid Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least fifty percent (50%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.
- B12.1.1 If the Bidder submits alternative bids, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B12.1.2 All signatures on bid securities shall be original.
- B12.1.3 The Bidder shall sign the Bid Bond.

- B12.1.4 The Surety shall sign and affix its corporate seal on the Bid Bond and the Agreement to Bond.
- B12.2 The bid security of the successful Bidder will be released by the City when a Contract for the Work of Phase 2 has been duly executed by the successful Bidder and the performance security furnished as provided herein.
- B12.2.1 The bid securities of all other Bidders will be released when a Contract for Phase 1 of the Work is awarded.**
- B12.3 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B12.1(c), it will be deposited and retained by the City as the performance security and no further submission is required.
- B12.4 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.
- B12.5 Notwithstanding B12.2, the bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Request for Proposal.

B13. HISTORICAL FIRM INFORMATION/EXPERIENCE OF BIDDER (SECTION D)

- B13.1 Proposals should include
- (a) General firm profile including:
 - (i) Years in business in the construction industry for both firm and principals;
 - (ii) Years in business as construction managers for both firm and principals;
 - (iii) Safety record for the last three years.
 - (b) Previous experience in the Winnipeg construction industry
 - (c) Details demonstrating the history and experience of the Bidder and any proposed Subcontractors utilized for Phase 1 of the Work, if any, in providing management of construction and contract administration services on **two** substantially completed projects of similar size, scope and complexity, including
 - (i) Description of each project;
 - (ii) Role of the Bidder and stage of project at initial involvement including contractual parties (i.e. contract with owner, developer, etc);
 - (iii) Key personnel assigned to each project, including estimated time allocation during project delivery;
 - (iv) Estimated construction budget and proposed completion date at time of bidder engagement;
 - (v) Final construction cost and completion date;
 - (vi) Project owner and references.

B14. HISTORICAL EXPERIENCE OF KEY PERSONNEL AND BACK-UP PERSONNEL ASSIGNED TO THIS PROJECT (SECTION E)

- B14.1 For each person listed in the organization chart (Key Personnel including back-up personnel), the Proposal should include the following information:
- (a) Educational background, degrees and certifications;
 - (b) Years of Experience in current position and with current employer;
 - (c) Years of Experience in construction industry and/or project management/contract administration;

- (d) Demonstrated experience in providing project management for construction and contract administration services on **two** substantially completed projects of similar size, scope and complexity, including:
 - (i) Description of each project;
 - (ii) Role of the person and stage of project at initial involvement, including contractual parties (i.e. owner & construction management firm, developer & contractor, etc.);
 - (iii) Estimated time allocation, indicated by percent of time, during project delivery;
 - (iv) Estimated construction budget and proposed completion date;
 - (v) Final construction cost and completion date;
 - (vi) Project owner and references.

B15. KEY PERSONNEL AND BACK-UP PERSONNEL ASSIGNED TO THE PROJECT (SECTION F)

B15.1 Proposals should include:

- (a) A description and organization chart for Key Personnel including back-up personnel (team members) proposed to be assigned to this Project, i.e. key personnel and their designated backups;
- (b) Estimated time allocation, indicated by percent, of Key Personnel assigned to this Project, for each Phase.

B16. CAPACITY AND CURRENT & FUTURE WORK COMMITMENTS OF BIDDER (SECTION G)

B16.1 The Proposal should include a brief summary of :

- (a) the firm's present work load and future commitments in terms of number of projects, percent complete, construction cost volume, role of firm, and how they relate for the firms total work capacity;
- (b) the Key personnel work load and future commitments in terms of number of projects, role of individual, percent complete, and construction cost;
- (c) Estimated time allocation of each individual (Key personnel) assigned to the project throughout project delivery.

B17. MANAGEMENT PLAN (SECTION H)

B17.1 Proposal should include a brief description of the management plan for delivery of the construction management services for each Phase of work listed in the Scope of Work.

B17.2 Proposal should include methodology for the following:

- (a) Project planning;
- (b) Project scheduling;
- (c) Progress reporting;
- (d) Project estimating and value analysis;
- (e) Project budgeting;
- (f) Project cost control;
- (g) Project cash and commitment control;
- (h) Project documentation;
- (i) Procurement procedures;
- (j) Contract administration;
- (k) As-built drawing controls/procedures;
- (l) Expediting;

- (m) Construction planning, coordination and administration;
- (n) Safety plan;
- (o) Quality controls;
- (p) Change notices and change orders;
- (q) Field instructions;
- (r) Transmittals;
- (s) Cost change verifications;
- (t) Claims procedures;
- (u) Security;
- (v) Drawing and shop drawing coordination and review;
- (w) Temporary services;
- (x) Commissioning and Warranties;
- (y) Other.

B18. QUALIFICATION

B18.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B18.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B18.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B18.4 Further to B18.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information

Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

- B18.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B18.6 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B19. ELIGIBILITY

- B19.1 Various organizations provided investigative services with respect to the condition of the Canada Post building. Copies of all reports are available on the City's FTP site (B5). In the City's opinion, this relationship or association does not create a conflict of interest or will not likely create a perception of conflict of interest because of this full disclosure of the condition reports and related information. The organizations are:
- (a) Shindico Realty Inc.
 - (b) AECOM Canada Ltd.
 - (c) LM Architectural Group
 - (d) Bird Construction Ltd.
 - (e) Crosier, Kilgour and Partners Ltd.
 - (f) Goulet Elevator Services
 - (g) SMS Engineering Ltd.
 - (h) Pinchin Environmental Ltd.
- B19.2 Shindico Realty Inc. is currently the Property Manager of 266 Graham Avenue. 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.
- B19.3 Notwithstanding B19, as a result of their ongoing retainers with the City on this Project, the following individuals, companies, firms and their affiliates are not eligible to be a Bidder, participate as team members of a Bidder, or act as advisors to a Bidder or to any of its team members or to otherwise participate in the development and preparation of Proposals for the Project:
- (a) AECOM Canada Ltd.:
 - (i) Smith Carter Architects and Engineers Inc.
- B19.4 A Bidder may be disqualified if any of the above-noted ineligible firms participate in the development and preparation of the Bidder's Proposal for this RFP.

B20. CONFLICT OF INTEREST

- B20.1 Bidders must not include among their team members or Key Personnel, any business entity or individual who is, or is associated in any way, likely to create a conflict of interest or a perception of conflict of interest. Any advisor or consultant retained by the City in relation to the Project, including but not limited to consultants or lawyers. If a Bidder considers that a particular relationship or association does not create a conflict of interest and will not create a perception of conflict of interest, but is concerned that the City could arrive at a different conclusion, the Bidder should fully disclose the circumstances to the City at the earliest possible date and request that the City provide an advance interpretation as to whether the relationship or association will be likely to create a conflict of interest or a perception of conflict of interest.
- B20.2 Failure to comply with this provision may result in disqualification of your Submission from the RFP process.

B21. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B21.1 Proposals will not be opened publicly.

B21.2 After award of Contract, the name of the successful Bidder and the Contract amount will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at

<http://www.winnipeg.ca/matmgt>

B21.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B21.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of its submission upon written request to the Contract Administrator.

B22. IRREVOCABLE OFFER

B22.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 11 of Form A: Proposal.

B22.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Proposal.

B23. WITHDRAWAL OF OFFERS

B23.1 A Bidder may withdraw its Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B23.1.1 Notwithstanding C23.3, 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.

B23.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B23.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B23.1.3(b), declare the Proposal withdrawn.

B23.2 A Bidder who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B22.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B24. INTERVIEWS

B24.1 The Contract Administrator may, in his/her sole discretion, interview Bidders during the evaluation process.

B25. NEGOTIATIONS

- B25.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B25.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.
- B25.3 If, in the course of negotiations pursuant to B25.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B26. EVALUATION OF PROPOSALS

- B26.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom:
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B18:
 - (c) Bid Price (Section B) 40%;
 - (d) Historical Firm Information/Experience of Bidder (Section D) 10%;
 - (e) Historical Experience of Key Personnel and Back-up Personnel Assigned to the Project (Section E) 15%;
 - (f) Key Personnel and Back-up Personnel Assigned to the Project (Section F) 10%;
 - (g) Capacity and Current & Future work Commitments of Bidder (Section G) 10%;
 - (h) Management Plan (Section H) 15%;
 - (i) economic analysis of any approved alternative pursuant to B8;
- B26.2 Further to B26.1(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.
- B26.2.1 Any Bid with a clear imbalance among the prices submitted for Phases 1 to 3 may be determined to be non-responsive and rejected by the Award Authority in his/her sole discretion, acting reasonably.
- B26.3 Further to B26.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.
- B26.4 Further to B26.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for Items 1-4, shown on Form B: Prices.
- B26.4.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B26.4.2 Further to B26.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.

- B26.5 Further to B26.1(d), the Historical Firm Information/Experience of Bidder (Section D) shall be evaluated considering the information submitted.
- B26.6 Further to B26.1(e), the Historical Experience of Key Personnel and Back-up Personnel Assigned to the Project (Section E) shall be evaluated considering the information submitted.
- B26.7 Further to B26.1(f), Key Personnel and Back-up Personnel Assigned to the Project (Section F) shall be evaluated considering the information submitted.
- B26.8 Further to B26.1(g), the Capacity and Current & Future work Commitments of Bidder (Section G) shall be evaluated considering the information submitted.
- B26.9 Further to B26.1(h), the Management Plan (Section H) shall be evaluated considering the information submitted.
- B26.10 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B26.1(a) and B26.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B26.11 Notwithstanding B26.1(d) to B26.1(h), where Bidders fail to provide responses to B9.2, the score of zero will be assigned to that Section.
- B26.12 This Contract will be awarded in Phases.
- B26.13 Bidders are advised that the City may retain professional firms and/or individuals (non-City staff) to assist in the evaluation of Proposals.

B27. AWARD OF CONTRACT

- B27.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B27.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B27.2.1 Without limiting the generality of B27.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B27.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.
- B27.3.1 Following the award of Contract, a Bidder will be provided with information related to the evaluation of its Proposal upon written request to the Contract Administrator.
- B27.4 The Work of Phases 2 and 3 will be contingent upon the City approving funding for the Work. If sufficient funding for the Work of Phases 2 and 3 is not approved, the City shall have the right to not proceed with the Work.
- B27.4.1 The City reserves the right to:
- (a) award additional Phases to the Contractor awarded Phase 1; or
 - (b) issue a Bid Opportunity for Work required under Phases 2 and 3.

- B27.5** If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Contractor will be paid for all Work rendered up to time of termination.
- B27.5.1** In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

C0.1 The *General Conditions for Construction* (Revision 2006 12 15) are applicable to the Work of the Contract.

C0.1.1 The *General Conditions for Construction* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at

http://www.winnipeg.ca/matmgt/gen_cond.stm

C0.2 A reference in the proposal document to a section, clause or subclause with the prefix "**C**" designates a section, clause or subclause in the *General Conditions for Construction*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of Construction Management Services for the Design and Development of the Winnipeg Police Service Headquarters, 266 Graham Avenue, including hazardous material abatement, removal of existing Canada Post equipment, and new construction and renovation work.

D2.2 The major components of the Work are as follows:

(a) Phase 1: Pre Construction Services:

- (i) Participate during the design development of the Project to provide consultation, expertise advice, planning and scheduling, cost estimating for budgets, construction alternative recommendations, value engineering processes and coordination of Subcontractor pricing and contract documents, throughout the design development, detail design and contract document preparation processes;
- (ii) Attend regular meetings with the Project team during the development of conceptual and preliminary design and preparation of working drawings to advise on improvements, economies, selection of materials, building systems, equipment, etc.;
- (iii) Provide recommendations on construction feasibility, material and labour requirements, construction scheduling, and cost economies throughout the design process;
- (iv) Prepare, monitor and revise master schedule for construction activities based on design decisions. Schedule should include components for each Phase of construction showing sequence and timing for main construction operations and milestone completion dates;
- (v) Provide expert advice on any labour, equipment or materials which should be pre-ordered to meet the master schedule;
- (vi) Verify and update the Project construction budget periodically throughout conceptual/schematic design and detail design;
- (vii) Review drawings and specifications throughout the design process and recommend alternative solutions where design details affect construction feasibility, schedules or budget;
- (viii) Prepare and issue bid documents, in accordance with City standard bid document requirements, for solicitation of competitive Subcontractor bids;
- (ix) Solicitation of tender packages for all components of work required to complete construction requirements. Review bids with Project team and make recommendations for awards;
- (x) Obtain all necessary approvals, permits, and licenses required for construction work. Note that the cost of building permit will be the responsibility of the City and should not be included in the Construction Manager Fee;
- (xi) Confirm and submit total price for construction, including all work necessary to complete construction in accordance with drawings and specifications developed during the design stage;
- (xii) The Contractor may perform portions of the Work, subject to the approval of the Contract Administrator. The maximum percent mark up on the submitted price would be limited to the amount specified under Item 4 Percent mark-up on Subcontractors on Form B: Prices;

- (xiii) Any price submitted by the Contractor, or bids submitted by the Subcontractor, may be subject to third party review by a cost consultant or quantity surveyor engaged by the City and approval of the Contract Administrator, acting reasonably;
 - (i) Delays resulting from the issuance of additional bid documents shall be the responsibility of the Contractor.
- (b) Phase 2: Construction Services:
 - (i) Assume all responsibility and costs as the "general contractor" for all General Conditions and associated requirements for all portions of general works and other construction not covered under Subcontractor contracts;
 - (ii) Assemble and enter into contracts with all successful Subcontractors and ensure that all bonds, insurance policies, workers compensation, licenses, etc. are obtained and/or provided as required;
 - (iii) Supervise, coordinate and administer contracts with Subcontractors during construction. This would include, but not be limited to the following:
 - (i) Provision of on-site supervision, establish lines of authority, and communications procedures;
 - (ii) Coordination of all Subcontractors and work components;
 - (iii) Scheduling and recording minutes for regular construction meetings with Project team, Subcontractors, etc.;
 - (iv) Scheduling and monitoring of work components and revising as work progresses to ensure milestone dates are met. Identify potential variances and document all schedule changes if applicable;
 - (v) Control and inspection of Subcontractor work to ensure conformance to technical specifications and drawings;
 - (vi) Implement cost control and change control procedures with Subcontractors and issue required contract documents to Subcontractors for proposed change requests, field instructions, change orders, and any related quotes and approvals.
 - (iv) Acquire and review all shop drawings as required for construction and provide them to the Contract Administrator for review and approval. Establish procedures for expediting review and approvals of shop drawings and samples;
 - (v) Provide all construction facilities and services common to the requirements of construction;
 - (vi) Provide bi-weekly progress reports, in writing, to the Contract Administrator;
 - (vii) Commission all systems and equipment installed or affected by the construction work;
 - (viii) Coordinate all work with other trades, which may be contracted by the City to perform other site works;
 - (ix) Provide cash flow reports and forecasts if applicable;
 - (x) Preparation, review and procession of change in work and their negotiations with Subcontractors;
 - (xi) Coordinate procedures for review, certification, processing and payments to Subcontractors;
 - (xii) Maintain records of all up-to-date contracts, drawings, samples, shop drawings, materials, maintenance and operating manuals and instructions, and other related documents, including all revisions. At the completion of construction, provide all records to the City;
 - (xiii) Arrange for Substantial Performance inspections and provide deficiency lists for all components of work to Subcontractors and administer correction of deficiencies;
 - (xiv) Provide commissioning instruction and certifications of all systems (including building operations systems, controls, monitoring, security, fire alarm, card access, etc) to design team, City, and commissioning agent (if applicable);

- (xv) Arrange for the issuance of all necessary certificates respecting Substantial Performance and operation of the facility pursuant to D17;
 - (xvi) Arrange for the issuance of all necessary certificates respecting occupancy of the Shooting Range Addition pursuant to D16.2;
 - (xvii) Arrange for the transfer/issuance of all warranties, releases, bonds, waivers, manuals, record drawings, keys, etc to the City.
- (c) Phase 3: Post Construction Services:
- (i) Maintain an on-site presence, as required, to assist the City with operations of systems, including seasonal change over, to ensure a smooth start-up and take over of systems;
 - (ii) Assist the City in administering warranties, including those of the Subcontractors;
 - (iii) Administering deficiency remedial actions required during Warranty period and recommend solutions to problems related to deficiencies;
 - (iv) Close out all contracts with Subcontractors;
 - (v) Arrange for end of warranty inspections and provide deficiency lists for all components of work to Subcontractors and administer correction of deficiencies.
- D2.3 Bidders shall include the costs of Division 01 General Requirements in Item 2 on Form B: Prices. Pursuant to E2.1, a sample of Division 01 is included as Appendix B. (to be issued by Addendum)
- D2.4 All contracts with the Subcontractors shall be between the Contractor and the Subcontractors only. The City will enter into only one (1) Contract, with the Contractor.
- D2.5 The existing tenants of the tower will remain throughout all construction work, and the tenants in the Canada Post processing plant will remain in portions of the plant until January 2012. All work in the plant and tower, including the new Shooting Range Addition will be done in consideration of minimizing any disruption to the occupants of the tower and/or processing plant.
- D2.6 The design for the redevelopment of the Winnipeg Police Service Headquarters will be influenced by the draft program of requirements as per Appendix A Draft Program of Requirements, as well as the Canada Post Feasibility Study dated October 19, 2009. The program and other information is provided for conceptual information and is subject to revision during the design process. Some existing building information and the draft program of requirements are available on the City's FTP site ready for download by interested Bidders. To receive access to the FTP site, see B5.
- D2.7 The Contractor and any Subcontractor(s) for this Contract may not be eligible to provide services under any other contracts associated with the development of the WPS Headquarters, if a conflict of interest exists or could reasonably be perceived to exist.
- D2.7.1 For example, an independent commissioning agent shall be utilized for this Project.
- D2.8 In the event of a change in the Work of the Contract, the City reserves the right to negotiate additional work under this Contract with the Contractor.
- D3. DEFINITIONS**
- D3.1 When used in this Request for Proposal:
- (a) "**Project**" means the Design and Development of the Winnipeg Police Service Headquarters.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Abdul Aziz, P.Eng.

Email: aaziz@winnipeg.ca

Telephone No. (204) 986-6213

D4.2 For access to the FTP site, please email your request to the above email address.

D4.3 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 Further to C6, the Contractor shall employ and keep on the Site, at all times during the performance of the Work of Phase 2, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in its employ.

D5.2 Before commencement of Work, the Contractor shall identify its designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.3 Further to C5, Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D6.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D6.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

D6.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

D7. NOTICES

D7.1 Except as provided for in C23.2.2, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Proposal.

D7.2 All notices, requests, nominations, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.3, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D3.1.

D7.3 Notwithstanding C21., all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Financial Officer
Facsimile No.: (204) 949-1174

- D7.4 All notices, requests, nominations, 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 Department
Attn: Director of Legal Services
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

D8. CONSTRUCTION DOCUMENTS

- D8.1 Upon completion of the detailed design drawings and specifications, they will be made available to potential Subcontractors.
- D8.2 Because of the security sensitive nature of the redevelopment and operation of the Winnipeg Police Service Headquarters, only bona fide potential Subcontractors will be able to obtain the detailed design drawings and specifications.
- D8.3 Potential Subcontractors must make a request for the detailed design drawings and specifications to the Contract Administrator identified in D3.
- D8.4 A preliminary security screening will be conducted prior to the detailed design drawings being released to potential Subcontractors. The potential Subcontractors must provide:
- (a) A Certificate of Status or other satisfactory evidence of being 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; and
 - (b) A Certificate of Incumbency indicating the name, address, and date of birth of the individual who will be signing the bid documents and the names of the potential Bidder's directors and officers together with their respective addresses and dates of birth.
- D8.5 The potential Subcontractors will be advised if a satisfactory preliminary security screening is obtained, and may then arrange to obtain a maximum of three sets of the detailed design drawings and specifications, or access to a secure ftp site with electronic detailed design drawings and specifications.
- D8.5.1 To obtain a maximum of three sets of the detailed design drawings and specifications, the Subcontractor shall provide:
- (a) A refundable deposit by certified cheque or bank draft payable to The City of Winnipeg in the amount of \$500.00 per set; and
 - (b) A letter of authorization indicating the individual who will be picking up the detailed design drawings. (please note that photo identification will be required).
- D8.6 All detailed design drawings must be returned upon written request of the Contract Administrator. Deposits will be refunded when the detailed design drawings are returned.
- D8.7 **THE DETAILED DESIGN DRAWINGS AND SPECIFICATIONS ARE CONFIDENTIAL AND ARE NOT TO BE COPIED, REPRODUCED OR DISTRIBUTED IN ANY FORMAT.**

SUBMISSIONS

D9. AUTHORITY TO CARRY ON BUSINESS

D9.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. SAFE WORK PLAN

D10.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D10.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D11. INSURANCE

Responsibilities of Contractor

D11.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability for a minimum of ten million dollars (\$10,000,000) with a minimum ten million dollar (\$10,000,000) general aggregate covering bodily injury, property damage, personal and advertising injury, medical payments, tenants legal liability, products and completed operations, blanket contractual, broad form completed operations, employees as additional insured's, and loading and unloading; and
- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the work in the amount of at least five million dollars (\$5,000,000.00).

D11.1.1 The Contractor shall ensure that all Subcontractors engaged for the Project provide and maintain:

- (a) commercial general liability for a minimum five million dollars (\$5,000,000) with a minimum five million dollar (\$5,000,000) general aggregate covering property damage, personal and advertising injury, medical payments, tenants legal liability, products and completed operations, blanket contractual, broad form completed operations, employees as additional insured's, and loading and unloading; and
- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the work in the amount of at least five million dollars (\$5,000,000.00).

D11.2 The Contractor and all Subcontractors are responsible for insuring equipment and tools used on the Project that they may own, rent, lease or borrow.

D11.3 Premiums and deductibles shall be borne by the Contractor including deductibles pursuant to D11.8.

D11.4 Policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba.

D11.5 The Contractor shall not cancel, materially change, or cause any such policy or policies to lapse without a minimum thirty (30) days prior written notice to the City.

D11.6 The Contractor, shall provide the Contract Administrator with evidence of insurance at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later

than seven (7) Calendar Days from notification of the award of Contract and said insurance shall be in the form of a Certificate of Insurance and shall be in a form satisfactory to the City Solicitor.

Responsibilities of City

- D11.7 The City shall provide and maintain the following Project insurance coverage:
- (a) Broad Form Builder's Risk insurance in the amount of one hundred percent (100%) of the total Project cost;
 - (b) Wrap-Up Liability Insurance in an amount of no less than twenty five million dollars (\$25,000,000.00).
- D11.8 The Contractor shall be responsible for deductibles up to \$50,000.00 maximum of any one loss.
- D11.9 The City shall carry such insurance to cover all parties engaged in the Work in this Contract. Provision of this insurance by the City of Winnipeg is not intended in any way to relieve the Contractor from its obligations under the terms of the Contract. Specifically, losses relating to deductibles for insurance as well as losses in excess of limits of coverage and any risk of loss that is not covered under the terms of the insurance provided by the City of Winnipeg remains with the Contractor.
- D11.10 Wrap-Up Liability insurance shall be maintained from the date of commencement of the Work until two years from the date of Substantial Performance of the Work, after which, if Total Performance has not been met, the responsibility for payment of further insurance premiums shall transfer to the Contractor. The City may reduce any payment to the Contractor by the amount of such further insurance premiums.
- D11.11 Liability coverage shall be provided for completed operations hazards from the date of Substantial Performance of the Work, as set out in the certificate of Substantial Performance of the Work, on an ongoing basis for a period of six (6) years following Substantial Performance of the Work.

D12. PERFORMANCE SECURITY

- D12.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- D12.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D12.2 The Contractor shall provide the City Solicitor with the required performance security **within seven (7) Calendar Days of notification of the award for Phase 2.**

D13. DETAILED WORK SCHEDULE

- D13.1 The Contractor shall provide the Contract Administrator with a detailed work schedule for each Phase of work at least two (2) Business Days prior to the commencement of any Work for that Phase.
- D13.2 The detailed work schedule shall consist of the following:
- (a) a critical path method (C.P.M.) schedule for the Work;
 - (b) a Gantt chart for the Work based on the C.P.M. schedule; and
 - (c) a daily manpower schedule for the Work
- all acceptable to the Contract Administrator.
- D13.3 Further to D13.2(a), the C.P.M. schedule shall clearly identify the start and completion dates of all of the following activities/tasks making up the Work as well as showing those activities/tasks on the critical path.
- D13.4 Further to D13.2(b), the Gantt chart shall show the time on a weekly basis, required to carry out the Work of each trade, or specification division. The time shall be on the horizontal axis, and the type of trade shall be on the vertical axis.
- D13.5 Further to D13.2(c), the daily manpower schedule shall list the daily number of individuals on the Site for each trade.

D14. SECURITY CLEARANCE

- D14.1 The City will conduct a Level Two Security Clearance Check, for any individual proposed to perform Work under this Contract.
- D14.2 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under this Contract:
- (a) within ten (10) Business Days of the Award of Contract for each Phase; or
 - (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work under this Contract.
- D14.3 Each individual proposed to perform Work for each Phase under this Contract 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.
- D14.4 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:
- (a) within ten (10) Business Days of the Award of Contract; or
 - (b) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work under this Contract.
- D14.5 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work under this Contract.
- D14.6 Any satisfactory Security Clearance obtained thereby will be deemed valid for two (2) years from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
- (a) Each individual doing Work in a under this Contract shall provide identification upon entry to verify they have received a Level Two Security Clearance.
- D14.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under this Contract.
- D14.8 Any individual who fails to obtain a satisfactory Security Clearance Check may request reconsideration by writing to:
- Winnipeg Police Service
Division 30
Service Security
Attn: Service Security Officer
151 Princess Street
Winnipeg, Manitoba
R3B 1L1

SCHEDULE OF WORK

D15. COMMENCEMENT

- D15.1 The Contractor shall not commence any Work for Phase 1 until it is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D15.2 The Contractor shall not commence any Work for Phase 1 until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D9;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) evidence of the insurance specified in D11.1;
 - (iv) the detailed work schedule specified in D13; and
 - (v) the security clearances specified in D14.

- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D15.2.1 The Contractor shall commence the Work for each Phase within seven (7) Calendar Days of receipt of the letter of intent.

D15.3 The City intends to award a Contract for Phase 1 by January 7, 2011.

D15.4 The Contractor shall not commence any Work for Phase 2 until it is in receipt of a notice of award from the City authorizing the commencement of the Work.

D15.5 The Contractor shall not commence any Work for Phase 2 until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) the Safe Work Plan specified in D10;
 - (ii) evidence of the insurance specified in D11.1(a);
 - (iii) the performance security specified in D12;
 - (iv) the detailed work schedule specified in D13; and
 - (v) the security clearances specified in D14.
- (b) the Contractor has attended a pre-construction meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a pre-construction meeting.

D15.5.1 The Contractor shall commence the Work for each Phase within seven (7) Calendar Days of receipt of the letter of intent.

D16. CRITICAL STAGES

D16.1 The Contractor shall assist the City in achieving critical stages of the Work in accordance with the following requirements:

- (a) 80% design and specification documents – April 15, 2011;
- (b) 100 % design and specification documents – July 15, 2011.

D16.2 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:

- (a) Completion and occupancy of Shooting Range Addition – September 30, 2012.

D17. SUBSTANTIAL PERFORMANCE

D17.1 The Contractor shall achieve Substantial Performance by July 31, 2014.

D17.2 When the Contractor considers the Work to be substantially performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Substantial Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

D17.3 The date on which the Work has been certified by the Contract Administrator as being substantially performed to the requirements of the Contract through the issue of a certificate of Substantial Performance is the date on which Substantial Performance has been achieved.

D18. TOTAL PERFORMANCE

D18.1 The Contractor shall achieve Total Performance by August 31, 2014.

D18.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the

Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

- D18.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D19. LIQUIDATED DAMAGES

- D19.1 If the Contractor fails to achieve Critical Stages, Substantial Performance or Total Performance in accordance with the Contract by the days fixed herein for same, the Contractor shall pay the City the following amounts per Calendar Day for each and every Calendar Day following the days fixed herein for same during which such failure continues:

- (a) Completion and occupancy of the Shooting Range Addition - one thousand dollars (\$1,000.00);
- (b) Substantial Performance - one thousand dollars (\$1,000.00);
- (c) Total Performance - five hundred dollars (\$500.00).

- D19.2 The amounts specified for liquidated damages in D19.1 are based on a genuine pre-estimate of the City's losses in the event that the Contractor does not achieve critical stages, Substantial Performance or Total Performance by the days fixed herein for same.

- D19.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D20. JOB MEETINGS

- D20.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

- D20.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

D21. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D21.1 Further to C6.24, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D22. SITE SECURITY

- D22.1 Further to C6.25, the Contractor shall be solely responsible for securing the Site during Phase 2 of the Work by:

- (a) Providing 24/7 on-site security, which may be a security guard or a monitored alarm system, etc.;
- (b) Ensuring controlled access to the Site;
- (c) Ensuring all personnel working on the Site have received the Security Clearance required in accordance with D14;
- (d) Preventing unauthorized access to the Site;

(e) Ensuring all personnel are wearing photo identification at all times on the Site.

D22.2 The Contractor shall notify the Contract Administrator of any breach in security.

MEASUREMENT AND PAYMENT

D23. INVOICES

D23.1 Further C12, the Contractor shall send invoices to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-0864
Email: CityWpgAP@winnipeg.ca

D23.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) the amount payable with GST and MRST shown as separate amounts; and
- (c) the Contractor's GST registration number.

D23.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D23.4 Bids Submissions must be submitted to the address in B9.10

D24. PAYMENT

D24.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D25. PAYMENT SCHEDULE

D25.1 Notwithstanding C12.7, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D26. WARRANTY

D26.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire two (2) years thereafter, except where longer warranty periods are specified in the respective Specification sections, unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for thereunder.

D26.1.1 For the purpose of Performance Security, the warranty period shall be two (2) years from the date of Total Performance.

D26.2 Notwithstanding C13.2, the Contract Administrator may permit the warranty period for a portion or portions of the Work to begin prior to the date of Total Performance if a portion of the Work cannot be completed because of unseasonable weather or other conditions reasonably beyond the control of the Contractor but that portion does not prevent the balance of the Work from being put to its intended use.

D26.2.1 In such case, the date specified by the Contract Administrator for the warranty period to begin shall be substituted for the date specified in C13.2 for the warranty period to begin.

FORM H1: PERFORMANCE BOND
(See D12)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

RFP NO. 833-2010

CONSTRUCTION MANAGEMENT SERVICES FOR THE DESIGN AND DEVELOPMENT OF THE WINNIPEG POLICE SERVICE HEADQUARTERS AT 266 GRAHAM AVENUE (FORMER CANADA POST BUILDING) IN WINNIPEG

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See D12)

(Date)

The City of Winnipeg
Legal Services Department
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY – RFP NO. 833-2010

CONSTRUCTION MANAGEMENT SERVICES FOR THE DESIGN AND DEVELOPMENT OF THE WINNIPEG POLICE SERVICE HEADQUARTERS AT 266 GRAHAM AVENUE (FORMER CANADA POST BUILDING) IN WINNIPEG

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)



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

**NAME OF EMPLOYER &
BUSINESS ADDRESS:**

NATURE OF WORK BEING DONE FOR WINNIPEG POLICE SERVICE:
CONSTRUCTION MANAGEMENT SERVICES FOR THE DESIGN AND DEVELOPMENT OF THE WINNIPEG POLICE SERVICE HEADQUARTERS AT 266 GRAHAM AVENUE (FORMER CANADA POST BUILDING) IN WINNIPEG
CONTRACT ADMINISTRATOR: Abdul Aziz, P.Eng.

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

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed on Form B: Prices, shall apply to the Work.
- E1.2.1 *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at: <http://www.winnipeg.ca/matmgt/Spec/Default.stm>.
- E1.2.2 The version in effect three (3) Business Days before the Submission Deadline shall apply.
- E1.2.3 Further to C2.4(d), Specifications included in the Request for Proposal shall govern over *The City of Winnipeg Standard Construction Specifications*.

E2. GENERAL REQUIREMENTS

APPENDIX A - DRAFT PROGRAM OF REQUIREMENTS (to be provided in accordance with B5)

APPENDIX B - DIVISION 01 GENERAL REQUIREMENTS (TO BE ISSUED BY ADDENDUM)

- E2.1 The Contractor shall complete all General Requirements normally included in "NMS Specifications Division 01 - General Requirements". A sample specification for Division 01 - General Requirements will be issued as Appendix B for general terms of reference for the Bidder. Costs associated with this portion of the Work shall be included in Item 2. Construction Management Fee for Phase 2 - Construction in Form B: Prices.

Note:

Appendix B will be issued by Addendum.

APPENDIX A - DRAFT PROGRAM OF REQUIREMENTS

(see B5)

APPENDIX B - DIVISION 01 GENERAL REQUIREMENTS

(to be issued by Addendum)