



City of Winnipeg
Request for Proposal
Bid Opportunity No. 673-2006

**A Public - Private Partnership for
East District Police Station Development and Operation**





Planning, Property & Development Department

A Public-Private Partnership for East District Police Station Development and Operation

City of Winnipeg
Request for Proposal
Bid Opportunity No. 673-2006

Winnipeg, Manitoba

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Introduction

1.1 Purpose

The Request for Proposals (RFP) contained herein documents the City of Winnipeg's (City) invitation to organizations (Proponents) to present Proposals in accordance with the requirements identified in this RFP for the development and operation of a newly developed East District Police Station for the Winnipeg Police Service (WPS). Specifically, the City is requesting submissions from private sector firms, individually or in consortium, for financing, construction (inclusive of site work), and lease (inclusive of select operations and maintenance), of an approximate 3,066 square metre (33,000 square foot) facility for the purpose of providing regional police service operations. The purpose of this RFP is to select a Proponent capable of meeting the WPS requirements in a cost effective and timely manner.

1.2 Project Overview

Winnipeg is the capital of the Province of Manitoba and has a population of approximately 650,000. Winnipeg's economy is diverse and the city has a rich ethnic history and a wealth of cultural institutions and facilities. Further, Winnipeg is currently experiencing significant expansion in commercial, industrial, and residential sectors of the economy.

On July 23, 2003, City Council approved implementation of the "Winnipeg Police Service Four District Model." The current WPS six district service delivery model is based on a municipal structure which existed prior to 1971. Contemporary policing issues led the WPS to review this service delivery structure and recommend realignment from six to four districts.

Realignment from six to four districts, as contained in the WPS Four District Model, requires the replacement of five existing police locations with three newly constructed district police stations. While it is anticipated that the experience and knowledge acquired through this project will potentially be utilized again in the development of a second and third planned district police station, this RFP, Bid Opportunity No. 673-2006, is solely restricted to a single approximate 3,066 square metre (33,000 square foot) district police station at an existing City owned site (project site) referred to herein or at an alternate site as may be proposed and that is acceptable to the City (see Section 2.4 *Proposals for an Alternate Site*).

The subject of this RFP, the new WPS district police station will become the East District Police Station. Its development will replace the existing District 4 and District 5 Police Stations which are presently located at 227 Provencher Boulevard and 730 Pandora Avenue, respectively.

Construction Documents containing Technical Development Specifications and Detailed Design Drawings for the new East District Police Station at the project site have already been prepared by Number 10 Architectural Group.

Introduction

Details of the facility to be constructed can be found in Section 2.0 *Development Requirements*.

Upon completion of the newly developed East District Police Station, it will be leased to the City as tenant. Proposals must include lease rate(s), as defined in Appendix C. *Offer to Lease*, for a thirty (30) year term as well as provision for two ten (10) year renewal options (total potential term of 50 years). In addition, all Proponents are requested to specify leasehold improvement allowances to be provided in each of years seven (7), fourteen (14), and twenty-one (21) of the initial lease term. Finally, Proponents must specify purchase (buyout) options exercisable at the discretion of the City at the end of construction (total performance), the end of year ten (10) of the initial lease term, the end of year twenty (20) of the initial lease term, and the end of year thirty (30) of the initial lease term.

1.3 Project Objectives

The objectives of this project are to:

- A. Provide a new East District Police Station that meets all the operational needs of the WPS;
- B. Obtain a competitively priced facility; and
- C. Utilize private sector innovation and expertise to achieve implementation in a timely manner.

It is anticipated that this Private-Public Partnership will create a linkage between the valued policing services required by the citizens of Winnipeg and an effective and efficient process for acquiring the assets necessary for the delivery of those services.

1.4 RFP Objective

The objective of this RFP is to:

Obtain accurate, complete, and comprehensive Proposals for the project that meet all requirements as contained in this RFP. Proposals should be clearly understandable and all uncertainties should be reasonably qualified and documented.

2.0 Development Requirements

2.1 Introduction

Contemporary policing issues have led the WPS to realignment from the current six district municipal police service delivery structure to a four district model. This RFP is seeking Proposal submissions for financing, construction (inclusive of site work), and lease (inclusive of select operations and maintenance), of a single approximate 3,066 square metre (33,000 square foot) district police station at an existing City owned site referred to herein.

Contract Documents containing Technical Development Specifications and Detailed Design Drawings for the new East District Police Station at the project site have already been prepared by Number 10 Architectural Group. Specifically, Number Ten Architectural Group has prepared Construction Documents which meet the specific police operational and accreditation standards of the WPS.

2.2 Building Description

The building consists of an approximate 3,066 square metre (33,000 square foot), single storey structure to be operated on a 24 hour/7 day per week basis. The building includes an attached 3,800 square foot garage, office space, lunch room, locker rooms, as well as secured and specialized areas for police operations such as prisoner holding rooms, evidence processing and storage rooms, interview rooms, etc. The building must be constructed in accordance with the Construction Documents as prepared by Number Ten Architectural Group. Due to WPS security requirements, Construction Documents are not included in this RFP, but are available as described in Section 2.5 *Construction Documents*.

2.3 Site Description

As shown on the following page, the project site for construction of the new East District Police Station is located at 1750 Dugald Road within the St. Boniface Industrial Park (*Site Location – Winnipeg Police Service East District Police Station, 1750 Dugald Road*). This site can accommodate future potential expansion to the east.

The project site was selected for its design and operational suitability as well as the results from site/soil investigation. Should the City select a Proposal which utilizes the project site, a transfer of title of the project site will occur upon the project's substantial performance to the successful Proponent for nominal consideration (one Canadian Dollar). This transfer of title for the project site will be contracted and contained in the Project Development Agreement (see Section 6.0 *Project Development Agreement*).

2.0 Development Requirements



1750 Dugald Road

Site Location - Winnipeg Police Service East District Police Station, 1750 Dugald Road

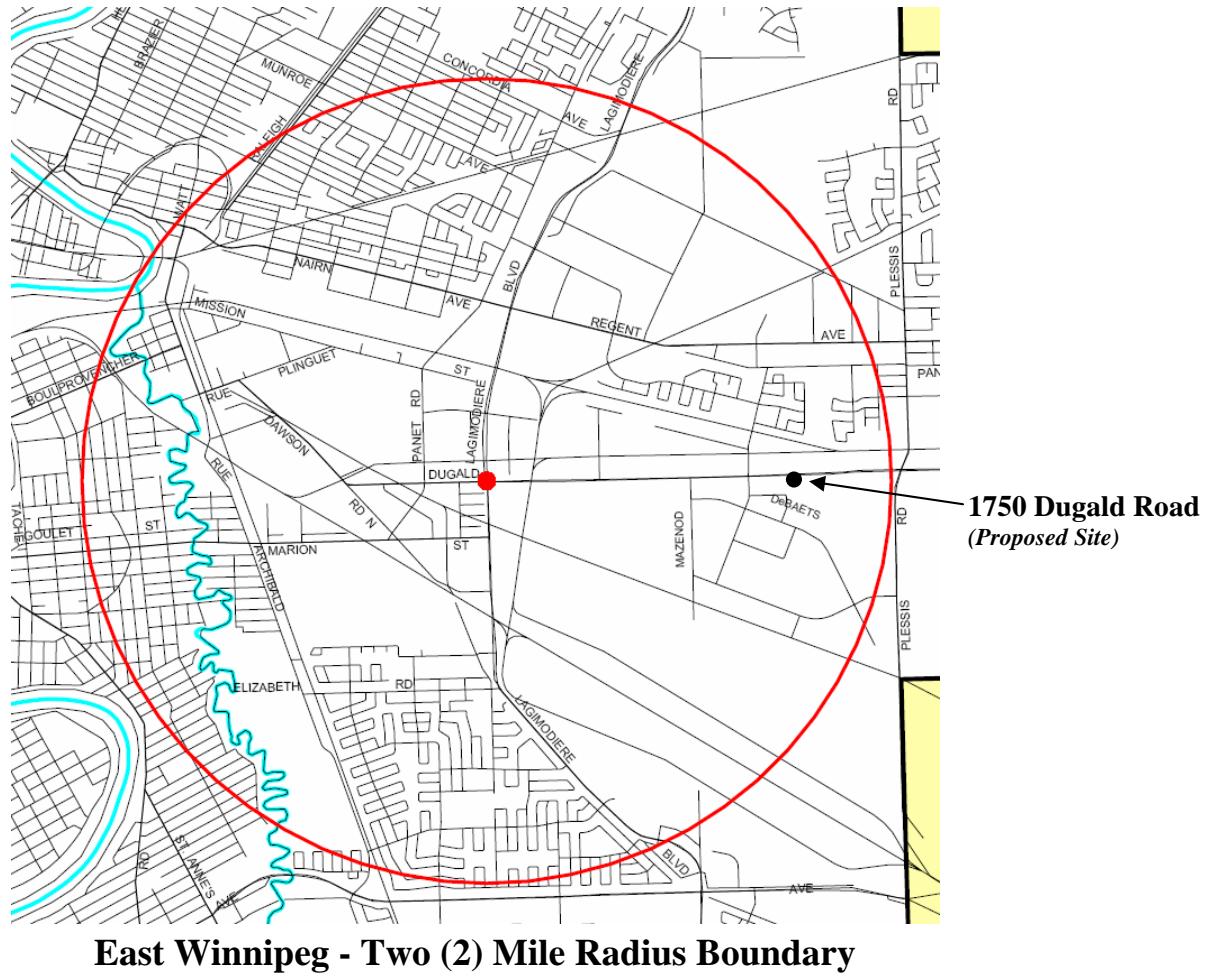
Main access to the project site would be from Dugald Road with secondary access from Durand Road on the west side. The Building frontage would have a northern exposure with employee parking on the south side and police parking on the east side. The building has been designed to the project site layout and orientation. Site work required includes all paving, landscaping, drainage, fencing, lighting, approaches, etc. (see Section 2.5 *Construction Documents*).

2.4 Proposals for an Alternate Site

As an alternative to the project site, a Proponent may request by means of its Proposal submission, that consideration for an alternate site be given. A Proponent must have legal title, or be entitled to legal title to, any alternate site proposed.

The City will have no obligation to accept any alternate site, even though such Proposal is considered otherwise to be in compliance with the submission requirements of this RFP. The acceptance of an alternative site is solely at the discretion of the City and will be based on the individual merits of any alternative site in relation to the project site. Any proposed alternate site must be located within the East Winnipeg – Two (2) Mile Radius boundary illustrated below:

2.0 Development Requirements



A Proposal which utilizes an alternate site will be required to meet all requirements of this RFP as every requirement of this RFP remains in effect for any Proposal utilizing an alternate site. In addition, any Proposal which utilizes an alternate site will be undertaken at the Proponent's sole cost and responsibility, namely, to ensure that the alternate site meets all requirements for the project such as size, expansion capacity (the Proponent to identify expansion availability and expansion area in square footage), site access, environmental and geotechnical suitability, re-zoning or variance requirements, any proposed re-design to the building, etc.

The above items do not represent an all-inclusive listing and any and all requirements identified for an alternative site by the City or more specifically, the WPS, would be at the sole cost and responsibility of the Proponent. For example, any/all environmental or geotechnical testing requested by the City would be at the Proponents sole cost as well as any identified remediation requirements.

2.0 Development Requirements

Further, resolution of any site related security requirements, and their associated cost, as identified by the WPS would be borne by the Proponent. As a final example, any alternate site which does not allow for integration of the current building and site design and therefore requires re-design or re-engineering of the building and/or site, will require such services to be completed under direct supervision of the Architect(s) of Record & Engineer(s) of Record for the project.

For reasons as identified above, and the specific needs of the WPS (e.g., security), a Proposal for an alternate site introduces significant risk to a Proposal submission. However, consideration of an alternate site will not be unreasonably withheld.

2.5 Construction Documents

Detailed Design Drawings are available at the office of Number Ten Architectural Group located at 310-115 Bannatyne Avenue E, Winnipeg, Manitoba. Because of the security sensitive nature of the development and operation of the new East District Police Station, only bona fide potential Proponents will be able to obtain the Detailed Design Drawings. Technical Development Specifications (see Appendix G. *Specifications*) are available on The City of Winnipeg, Corporate Finance, Materials Management Branch, Bid Opportunities web page at <http://www.winnipeg.ca/matmgt/bidopp.asp>

A potential Proponent must make its request for the Detailed Design Drawings to:

Brad Erickson
Investment Strategies Coordinator
Planning, Property and Development Department
3rd Floor, 65 Garry Street
Winnipeg, Manitoba, R3C 4K4
Ph. 986-2236
Fax. 947-2284
E-mail. berickson@winnipeg.ca

A preliminary security screening will be conducted prior to the Detailed Design Drawings being released to a potential Proponent. The potential Proponent 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

2.0 Development Requirements

- B. A Certificate of Incumbency indicating the name, address, and date of birth of the individual who will be signing the Proposal Certification and the names of the potential Proponent's directors and officers together with their respective addresses and dates of birth.

The potential Proponent 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 upon provision of:

- 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 from the offices of Number Ten Architectural Group (please note that photo identification will be required).

THE DETAILED DESIGN DRAWINGS ARE CONFIDENTIAL AND ARE NOT TO BE COPIED OR REPRODUCED OR DISTRIBUTED IN ANY FORMAT.

All Detailed Design Drawings must be returned to Number Ten Architectural Group upon written request of the City's Contract Administrator. Deposits will be refunded when the Detailed Design Drawings are returned.

2.6 Substitutes

Any change in building materials or inputs or other deviation from building specifications (substitutions) and inclusive of all finishes, coverings, systems, and equipment required to be provided as described in this RFP must adhere to all substitute provisions contained in this Section.

Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the City in writing. Proponents wishing to obtain approval for substitutions must contact the following:

Brad Erickson
Investment Strategies Coordinator
Planning, Property and Development Department
3rd Floor, 65 Garry Street
Winnipeg, Manitoba, R3C 4K4
Ph. 986-2236
Fax. 947-2284
E-mail. berickson@winnipeg.ca

2.0 Development Requirements

Requests for approval of a substitute will not be considered unless received in writing by the City at the address above at least fifteen (15) Business Days prior to the Submission Deadline.

The Proponent shall ensure that any and all requests for approval of a substitute:

- A. Provide sufficient information and details to enable the City to determine the acceptability of the substitute 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; and
- 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.

The City, after assessing the request for approval of a substitute, may in their 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.

The City will provide a response in writing within ten (10) Business Days prior to the Submission Deadline, only to the Proponent who requested approval of the substitute.

The Proponent requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.

If the City approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.

2.0 Development Requirements

If the City approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his Proposal upon the specified item but may also indicate an alternative proposal based upon the approved alternative.

No later claim by the Proponent or Contractor, because of any other changes in the work necessitated by the use of an approved equal or an approved alternative, will be considered.

3.0 Information for Proposal Submission

3.1 Notice to Reader

The City expressly states that the information contained in this RFP is *For Information Purposes Only*. Therefore, the City makes no representations or warranties with respect to the information contained herein.

It is the responsibility of the Proponent to ensure that the requirements identified in this section are contained in its Proposal submission. The City reserves the right to reject any Proposal not containing the submission requirements. Costs incurred by the Proponent to develop and submit a Proposal are the responsibility of the Proponent. Proponents considering Proposal submission do so understanding that City Council, or its delegated authority, in its sole discretion reserve the right to accept or not accept any Proposal.

Proposals must be in writing and received on or earlier than the Submission Deadline contained in this RFP. Note that while the times and dates associated with this RFP are firm, project implementation is subject to modification and amendment to accommodate all stakeholders albeit at the discretion of the City.

3.2 Proponent Information Sessions

The City has scheduled information sessions for the following dates:

Session 1: 2:00 to 4:00 p.m., Winnipeg Time, Friday, March 23, 2007

Session 2: 2:00 to 4:00 p.m., Winnipeg Time, Wednesday, April 4, 2007

The information sessions will be held at 510 Main Street (Administration Building), 2nd Floor (2nd floor signage will provide direction). Representatives from the following organizations have been requested to attend the information sessions to address any questions or provide clarification:

1. City of Winnipeg:
 - i. Planning, Property and Development Department
 - ii. Winnipeg Police Service
2. Number 10 Architectural Group

The City assumes no responsibility for oral information provided to a Proponent or other party regarding this RFP or the project.

3.0 Information for Proposal Submission

3.3 Enquiries

Any questions respecting this RFP must be received by the City in writing at least five (5) Business Days prior to the Submission Deadline, and addressed to:

Brad Erickson
Investment Strategies Coordinator
Planning, Property and Development Department
3rd Floor, 65 Garry Street
Winnipeg, Manitoba, R3C 4K4
Ph. 986-2236
Fax. 947-2284
E-mail. berickson@winnipeg.ca

Questions may be sent by letter, e-mail, or facsimile to the address stated above. All eligible enquiries received, and determined by the City to be of a significant nature, will be documented along with the associated City response and any supporting materials to be included in an Addendum available on The City of Winnipeg, Corporate Finance, Materials Management Branch, Bid Opportunities web page at <http://www.winnipeg.ca/matmgt/bidopp.asp>

3.4 Addenda

Discrepancies, omissions, or questions of interpretation or clarification respecting this RFP should be communicated to the City (see Section 3.3 *Enquiries*).

The City may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in this RFP, or for the purpose of clarifying the meaning or intent of any provision therein.

The City 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.

Addenda will be available on The City of Winnipeg, Corporate Finance, Materials Management Branch, Bid Opportunities web page at <http://www.winnipeg.ca/matmgt/bidopp.asp>

The Proponent is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum. The Proponent shall acknowledge receipt of each addendum until the Submission Deadline as forming part of this RFP.

3.0 Information for Proposal Submission

3.5 Proposal Period Open for Acceptance

Proposals received shall remain open for acceptance by the City for a period of 120 Calendar Days from the Submission Deadline. Adjustments/alterations to Proposals will not be permitted after the Submission Deadline.

3.6 Negotiation

The City reserves the right to negotiate details of any Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal submission.

The City may negotiate with the Proponent submitting, in the City's opinion, the most advantageous Proposal. 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.

The City anticipates approximately 4 to 6 weeks for negotiations and due diligence. The aim of negotiations will be to establish final terms for the best option(s) proposed and develop a recommendation to City Council on the option(s).

If, in the course of negotiations, 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 for the Proposal as originally submitted.

3.7 Proposal Alternatives

Where Proposals include alternatives, the City reserves the right to accept such Proposal and enter into any Contract for any alternative which City Council, or its delegated authority, considers to be in the City's best interest.

3.8 Proposal Deficiencies

The City, in its sole discretion, reserves the right to waive deficiencies in any and all Proposals received. The decision as to whether a Proposal deficiency will be waived or will result in the rejection of a Proposal resides with the City. Proponents are reminded that failure to comply with or respond to any part of this RFP may result in rejection of their Proposal.

3.0 Information for Proposal Submission

3.9 Proponent RFP Preparation Costs

Any and all costs incurred in the preparation of a Proposal and any other activities related to this RFP by a Proponent shall be borne solely by the Proponent. Further, rejection of any Proposal by the City will not render the City liable for any costs or damages.

3.10 Compliance with Legislation

Proponents must respect all legislation governing their industry of activity and those of the parties to their business offering (e.g., contractors and subcontractors). Applicable legislation would include, but is not limited to, current municipal, provincial, federal and international laws governing regulations and licensing requirements enacted for the duration of this project.

3.11 Submission Deadline

One (1) original (marked) and five (5) copies of the Proposal marked “A Public-Private Partnership for East District Police Station Development and Operation, Bid Opportunity No. 673-2006” shall be addressed and delivered in a sealed envelope to:

**Corporate Finance Department
Materials Management Branch
Main Floor, 185 King Street
Winnipeg, Manitoba, R3B 1J1**

not later than:

4:00 p.m., Winnipeg Time, Wednesday, May 9, 2007

Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted. Proposal submissions determined by the City’s Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

3.12 Proposal Withdrawal

A Proponent may withdraw their Proposal without penalty by giving written notice to the City’s Manager of Materials at any time prior to the Submission Deadline. The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the City’s Manager of Materials.

3.0 Information for Proposal Submission

The City will assume that any one of the persons named in Section 4.1 *Identification of the Proponent* or the Proponent's authorized representative as named in Section 4.8 *Proposal Certification*, and only such person, has authority to give notice of withdrawal.

If a Proponent gives notice of withdrawal prior to the Submission Deadline, the City's Manager of Materials will:

- A. Retain the Proposal until after the Submission Deadline has elapsed;
- B. Open the Proposal to identify the contact person; and
- C. If the notice has been given by any one of the persons as specified above, declare the Proposal withdrawn.

A Proponent that withdraws their Proposal after the date for final receipt of Proposals shall forfeit their Bid Securities as described in Section 4.0 *Proposal Requirements*.

3.13 Interviews

Following the Submission Deadline, the City may request Proponent(s) or members representing respective Proponent(s) to attend one or more interviews to present their Proposal or to respond to questions.

3.14 Proponent and City of Winnipeg Confidentiality

Proposals received by the Submission Deadline will be opened privately and evaluated as described in Section 5.0 *Proposal Evaluation*. Any Proponent's response to this RFP will be considered confidential by the City and will be used for the sole purpose of this RFP.

Information obtained by a Proponent by way of enquiry or other means as provided by the City is deemed to be confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the City. Proponents shall not make any statement of fact or opinion regarding any aspect of this RFP to the media or any member of the public without the prior written authorization of the Director of the Planning, Property and Development Department. In the event a Proponent makes any statement of fact or opinion regarding any aspect of this RFP to the media or any member of the public without the prior written authorization of the Director of the Planning, Property and Development Department, the Proponent's Proposal may be determined to be non-responsive.

3.0 Information for Proposal Submission

3.15 No Obligation and Proposal Acceptance

The City will have no obligation to accept any Proposal, even though one or more Proposals are considered to be in compliance with this RFP, where, in the judgement of the City, the interests of the City would best be served by not accepting any Proposal. Further, the City reserves the right to cancel this RFP and to issue a subsequent RFP for the same or similar project.

All Proponents submitting a Proposal will be informed, in writing, of whether their Proposal has been accepted or rejected. Proposal acceptance will be communicated by means of a Letter of Intent.

The City reserves the right to award a contract for all or part of the project to a Proponent. Notwithstanding the foregoing, Proponents are advised that every Contract negotiated pursuant to this RFP is subject to the approval of City Council, or its delegate. If such approval(s) are not obtained in a timely manner as determined by the City, the Contract in question is void and of no force and effect, and the City will have no obligation or liability whatsoever to any Proponent in connection with or related to this RFP.

4.0 Proposal Requirements

In order to represent a responsive Proposal, Proposal submissions must comply with or contain the following:

4.1 Identification of the Proponent

- A. Name, address, and telephone number(s) of the entity or entities comprising the Proponent. Where a Proponent is represented by more than one entity i.e., partnership, corporation, joint ventures, etc., include the name, address, and telephone number of an individual representative (contact person) for the Proponent.
- B. Provide a brief description of the organizational structure comprising the Proponent. An organization chart for the Proponent may be provided.

The City reserves the right to conduct security investigation(s) for any and all stakeholders and all persons involved in any capacity with a Proposal submission. If any such stakeholders or persons security investigation is determined to be a matter of concern to the City, the City may take whatever necessary actions it deems appropriate to resolve the matter.

4.2 Proponent Financial Capacity

- A. Provide the amount, in Canadian dollars, of all equity financing the Proponent will contribute to the project. For the purposes of this RFP, equity financing is defined as funding where neither the project or any other assets are required to secure the contributed funding with a third party.
- B. Provide the amount, in Canadian dollars, of all debt financing required to complete the project. Provide letter(s) of reference from financial institution(s)/lender(s) indicating a willingness to provide all associated debt financing.

4.3 Proponent Experience

- A. Description of similar developments or projects for construction and/or facility operation by the Proponent or members representing the Proponent.
- B. Provide reference contact(s) from previously contracted development projects similar in scope or nature or involving Public-Private Partnerships.
- C. Description of key staff/team member roles in this project, their associated professional qualifications, and prior work experience.

4.0 Proposal Requirements

D. Any other information which the Proponent considers pertinent to the Proposal.

4.4 Bid Security

The Proponent shall provide bid security in the form of:

- A. A bid bond and agreement to bond, and in the form, as included in Appendix A. *Bid Bond & Agreement to Bond* of a company registered to conduct the business of a surety in Manitoba, in the amount of \$1,000,000; or
- B. An irrevocable standby letter of credit, in the amount of \$1,000,000 and undertaking issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, and in the form, as included in Appendix B. *Irrevocable Standby Letter of Credit and Undertaking*; or
- C. A certified cheque or draft payable to “The City of Winnipeg”, in the amount of \$5,000,000 drawn on a bank or other financial institution registered to conduct business in Manitoba.
- D. All signatures on bid securities shall be original, and shall be witnessed or sealed as required.
- E. The bid security of the successful Proponent and all other Proponents will be released by the City when the Project Development Agreement (see Section 6.0 *Project Development Agreement*) has been duly executed by the successful Proponent and the performance security furnished as provided herein.
- F. The City will not pay any interest on certified cheques or drafts furnished as bid security.
- G. The bid securities of all Proponents will be released by the City as soon as practicable in the event that no Proposals will be accepted or the City is cancelling this RFP.

4.5 Lease Rate(s), Allowances, and Purchase Options

The information requirements identified in this Section should be provided in any Proposal submission by way of a fully completed Offer to Lease (see Section 4.6. *Offer to Lease*). The information requirements contained in this Section are stated here solely to assist Proponents in identifying particular financial information requirements of this RFP.

- A. Lease rate(s) to the City as tenant, as defined in Appendix C. *Offer to Lease*, for a thirty (30) year term.
- B. Tenant improvement allowances to be provided in each of years seven (7), fourteen (14), and twenty-one (21) of the initial lease term.

4.0 Proposal Requirements

- C. Purchase (buyout) options for the facility exercisable at the discretion of the City at the end of construction (total performance), the end of year ten (10) of the initial lease term, the end of year twenty (20) of the initial lease term, and the end of year thirty (30) of the initial lease term (lease termination).

4.6 Offer to Lease

Each Proposal must include a fully completed Offer to Lease (see Appendix C. *Offer to Lease*). The Proponent must complete the Offer to Lease using the full legal name of the Proponent, as Landlord. The Offer to Lease must be signed by the Proponent or a duly authorized officer or agent of the Proponent who has the authority to bind the Proponent. All pages of the Offer to Lease submission except for the signing page are to be initialed by the same person who has signed the Offer to Lease signing page. If a duly authorized agent of the Proponent is submitting the Proposal, enclose in the Proposal written evidence of the agent's appointment by the Proponent and the agent's authority to submit the Proposal on the Proponent's behalf.

Any forthcoming Lease Agreement, subject to acceptance by City Council or its delegate, is to include the terms and conditions as provided for in the Offer to Lease and to be in a form satisfactory to the City Solicitor.

4.7 Specimen Lease

Within seven (7) Business Days of request from the City's Contract Administrator, a Specimen Lease in accordance with the terms and conditions as are set out in the Offer to Lease (see Section 4.6 *Offer to Lease*) and incorporating any/all additional proposed terms and conditions of lease, and any special continuing property rights/requirements, is to be provided by the Proponent to the City. Acceptance of any Proposal and the associated lease terms and conditions as contained in a Specimen Lease does not constitute a binding agreement between the successful Proponent and the City. Rather, it constitutes an intent to enter into a Lease Agreement acceptable to the City Solicitor and City Council or its delegate.

4.8 Proposal Certification

Each Proposal must be accompanied by a signed Proposal Certification that is included in Appendix D. *Proposal Certification*. The certification must be signed by an official having the authority to bind the Proponent.

5.0 Proposal Evaluation

5.1 Evaluation Committee

The City has assembled an Evaluation Committee to assess and evaluate Proposals received from this RFP. Committee members were selected based on their training and experience related to the Evaluation Formula developed for the purpose of assessing and evaluating Proposals received.

The evaluation performed by the Evaluation Committee will be presented to City Council and/or Committees thereof at a future date and time. City Council or its delegated authority, in its sole discretion reserve the right to accept or not accept any Proposal.

5.2 Evaluation Process

Evaluation Committee members will assess each Proposal received for compliance with the Proposal requirements contained in this RFP. Proposals determined to be non-responsive will not be considered further and respective Proponents will be informed accordingly. All responsive Proposals will be evaluated.

Responsive Proposals will be evaluated based on an Evaluation Formula. Specifically, the Evaluation Committee will evaluate each Proposal by assigning, depending on the respective criterion, either (1) Pass or Fail or (2) the following rating system

Rating ¹	Description
5	Excellent
4	Above Average
3	Average
2	Below Average
1	Poor

Note 1: The City reserves the right to utilize fractional ratings e.g., 4.5, 3.7, etc. if determined necessary.

to each of the following Evaluation Criteria:

5.0 Proposal Evaluation

Criterion	Weight	Evaluation Methodology
<i>Mandatory Requirements</i>	Pass/ Fail	Evaluation of Proposal completeness, existence of obscure or conditional terminology, existence of additions, deletions, alterations or other irregularities, etc.
<i>Financial Capacity</i>	Pass/ Fail	Evaluation of Proponent's financial ability to complete the project, equity contribution to the project, borrowing capacity, appropriate financial references, etc.
<i>Proponent Experience</i>	2	Evaluation of Proponent's experience in similar developments, facility operation.
<i>Lease Rate(s)</i>	5	Evaluation of lease rate(s) utilizing discounted cashflow (net present value). The Proposal which results in the lowest discounted cash outflow to the City will receive the highest rating for this criterion.
<i>Purchase Options</i>	5	Evaluation of purchase option prices utilizing discounted cashflow (net present value). The Proposal which results in the lowest discounted average purchase option price to the City will receive the highest rating for this criterion.
<i>Tenant Improvement (TI) Allowances</i>	3	Evaluation of tenant improvement utilizing discounted cashflow (net present value). The Proposal which results in the highest combined discounted tenant improvement allowance to the City will receive the highest rating for this criterion.

5.0 Proposal Evaluation

For each Proposal evaluated, excluding Pass/Fail evaluated criteria, the Evaluation Formula multiplies the Evaluation Committee's assigned rating (5-Excellent, 4-Above Average, etc.), to each criteria's (Project Experience, Purchase Options, etc.) associated weighting to create a Criteria Score. Criteria Scores are then combined into a Total Proposal Score.

5.3 Evaluation Formula Example

As stated above, responsive Proposals will be evaluated based on an Evaluation Formula. For illustrative purposes, we will assume three (3) Proposals are received.

Example:

Three (3) responsive Proposals with the following characteristics are received (fictitious data):

Criterion	Proposal 1	Proposal 2	Proposal 3
Lease Rate(s)	\$22,569,000	\$30,701,000	\$26,773,000
Purchase Options:			
Total Performance	\$12,500,000	\$12,500,000	\$10,000,000
Year 10	\$10,000,000	\$14,000,000	\$10,000,000
Year 20	\$10,000,000	\$16,000,000	\$10,000,000
Year 30	\$1	\$1	\$1
TI Allowances:			
Year 7	\$250,000	\$200,000	\$500,000
Year 14	\$250,000	\$400,000	\$500,000
Year 21	\$250,000	\$250,000	\$250,000
Proponent Experience (engagement years)	5 years	20 years	10 years
Financial Capacity	Borrowing capacity, appropriate financial references	Borrowing capacity, appropriate financial references	Borrowing capacity, appropriate financial references
Mandatory Requirements	Compliance	Compliance	Compliance

The Evaluation Committee scores each Proposal first by assigning, depending on the respective criterion, either (1) Pass or Fail or (2) a rating (5-Excellent, 4-Above Average, etc.) to each Evaluation Criterion as follows:

5.0 Proposal Evaluation

Criterion	Weight	Proposal 1	Proposal 2	Proposal 3
Lease Rate(s) ¹	5	5	3	4
Purchase Options ²	5	4	2	5
TI Allowances ³	3	2	3	5
Proponent Experience ⁴	2	2	5	3
Financial Capacity ⁵	Pass/Fail	P	P	P
Mandatory Requirements	Pass/Fail	P	P	P

Note 1: Lease rate(s) will be evaluated utilizing discounted cashflow applied to the Annual Rent (see Appendix C. Offer to Lease) employing the City's incremental borrowing rate associated with the terms requiring estimate. The Proposal which results in the lowest discounted cash outflow to the City will receive the largest point contribution for this particular criterion.

Note 2: Purchase Options will be evaluated utilizing discounted cashflow employing the City's incremental borrowing rate associated the terms requiring estimate. The Proposal which results in the lowest average discounted purchase option price to the City will receive the largest point contribution for this particular criterion.

Note 3: Tenant Improvement Allowances will be evaluated utilizing discounted cashflow employing the City's incremental borrowing rate associated with the terms requiring estimate. The Proposal which results in the highest total discounted tenant improvement allowance to the City will receive the largest point contribution for this particular criterion.

Note 4: Construction and facility operations experience is considered superior to Public-Private Partnership experience not involving buildings.

Note 5: Proponents unable to demonstrate the capacity to provide the required funding necessary to complete the project will not receive further consideration.

The Evaluation Model then generates Criterion Scores for each Proposal by multiplying the Evaluation Committee assigned rating to select Evaluation Criteria associated weightings and then sums all five Criterion Scores into a Total Proposal Score as follows:

Criterion	Weight	Proposal 1	Proposal 2	Proposal 3
Lease Rate(s)	5	25	15	20
Purchase Options	5	20	10	25
TI Allowances	3	6	9	15
Proponent Experience	2	4	10	6
Financial Capacity	Pass/Fail	P	P	P
Mandatory Requirements	Pass/Fail	P	P	P
Total Proposal Score		55	44	66

In our Example, Proposal 3, which resulted in the highest Total Proposal Score, would be

5.0 Proposal Evaluation

determined to be the preferred Proponent.

6.0 Project Development Agreement

6.0 Project Development Agreement

Should the City accept a Proposal, a Project Development Agreement between the City and the successful Proponent will be contracted which incorporates this RFP and the successful Proponent's Proposal. If the form of the Project Development Agreement is not acceptable to both parties within 60 Calendar Days of written notice by the City to the successful Proponent of its Proposals acceptance, the City reserves the right to cancel the project or accept another Proponent's Proposal. Further, the City will incur no obligation toward a successful Proponent unless a Project Development Agreement is successfully negotiated within 60 Calendar Days of written notice by the City to the successful Proponent of its Proposals acceptance.

Acceptance of the Project Development Agreement by the City will constitute a binding agreement between the Contractor (formerly successful Proponent or person or parties thereof), and the City. The Project Development Agreement, subject to approval by City Council or its delegate, is to include, but not be limited to, the following terms and conditions:

- A. The terms and conditions as are set out in the General Conditions and Supplemental Conditions of the City of Winnipeg's Construction Bid Opportunity document(s) as provided in Appendix E. *City of Winnipeg General Conditions for Construction* and Appendix F. *City of Winnipeg Supplemental Conditions*;
- B. The Contractor agrees, at its own cost, to complete all required applications and obtain all necessary certificates, zoning and/or other approvals, and any other documentation required to complete the project as identified in the Proposal responding to this RFP for which they became Contractor;
- C. The Contractor shall commence construction and thereafter continuously proceed with construction in a diligent manner so as to achieve consistency with this RFP and the Construction Documents as approved and contained therein;
- D. The Contractor shall ensure that Substantial Performance of the project occurs on or before September 1, 2008. The date set out in this paragraph may only be changed with the City's consent;
- E. The Contractor shall ensure that Total Performance of the project occurs on or before November 1, 2008. The date set out in this paragraph may only be changed with the City's consent;
- F. In the event that the Contractor is unable to provide substantial performance of the project on or before September 1, 2008, the Contractor shall immediately be responsible for liquidated damages at the rate of 1% per month of the total estimated construction value as at September 1, 2008;

6.0 Project Development Agreement

- G. The Contractor shall prepare and provide a construction schedule consistent with the dates set out in this RFP. The Contractor shall prepare and provide to the City regular monthly status reports on the progress of the project and how such progress measures up to the construction schedule. The specific form and method of presentation of said status reports is to be determined at the City's discretion;
- H. The Contractor shall permit the City or its designate to inspect the project at any time and from time to time during its construction, provided that such inspection does not unduly disrupt the progress of construction and is conducted in accordance with the safety and construction rules of the Contractor and its subcontractors;
- I. The Contractor shall make all changes required by the City to ensure that the project complies with this RFP and the Contract Documents as approved therein, and the Proposal responding to this RFP for which they became Contractor;
- J. Any change in building materials or inputs or other deviation from building specifications (extras and substitutions) as described in this RFP and inclusive of all finishes, coverings, systems, and equipment required to be provided by the Contractor requires prior approval by the City appointed Contract Administrator. Any resulting monetary difference (price adjustment) from original specification is to be negotiated between the Contract Administrator and Contractor and will be resolved by cash settlement or an adjustment to the annual rent to be paid at the time and in the manner as the annual rent is payable under the Lease Agreement;
- K. The Contractor hereby indemnifies and saves the City harmless of and from any and all liabilities of any nature and kind relating to or arising from the construction or financing of the project, and without limiting the generality of the foregoing, the Contractor shall be responsible for any and all damage to property owned by either the City or third parties resulting from the construction of the project, except as may result from the willful acts or negligence of the City or of those persons for whom City is responsible at law. This indemnity shall survive the expiry or sooner termination of this Project Development Agreement;
- L. If the Contractor commits a default under the terms of this Project Development Agreement, which default is not remedied within fifteen (15) Calendar Days of receipt by the Contractor of written notice of default from the City or, if such default cannot be reasonably remedied by the Contractor within fifteen (15) Calendar Days or, if the Contractor does not commence remedial action within that time and diligently prosecute such action thereafter, then the City shall have whatever remedies are available to it at law and, without limiting the foregoing, it shall be entitled to do any one or more of the following:
 - 1. Take immediate possession of the project and the Contractor's interests with respect thereto;

6.0 Project Development Agreement

2. Receive from the Contractor an assignment of any and all agreement, warranty, guarantee, lease, license, and easement granted to the Contractor in connection with the project;
 3. Enforce the Performance Bond; or
 4. Terminate this Project Development Agreement, the Offer to Lease, or any one or more agreements associated with, and entered into, respecting this project.
- M. The City reserves the right to introduce into the Project Development Agreement different or supplementary terms from this RFP and different or supplementary terms from the Proposal responding to this RFP from the successful Proponent or person or parties thereof which became the Contractor;
- N. Upon acceptance of the terms and conditions as contained herein and negotiation of any additional terms and conditions to be contained in the Project Development Agreement, the Project Development Agreement shall be prepared by the City solicitor;
- O. The City and the Contractor each to pay their own legal costs and disbursements.

Appendix A

Bid Bond & Agreement to Bond

FORM G1: BID BOND AND AGREEMENT TO BOND

(Page 1 of 3)

BID BOND

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 One Million Canadian Dollars (\$1,000,000) herein after described, for the payment of which sum the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a Bid to the Obligee dated the

_____ day of _____, 20_____ for

BID OPPORTUNITY NO. 673-2006

A Public-Private Partnership for East District Police Station Development and Operation

as more fully set out in the Bid Opportunity.

NOW THEREFORE the condition of this obligation is such that if the Bid of the Principal is not accepted, or if said Bid is accepted and the Principal, in accordance with the terms of the Bid, enters into a Contract with the said Obligee and furnishes the required performance security for guaranteeing the faithful performance of the Contract, this obligation shall be void, but otherwise shall remain in full force and effect.

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

_____ day of _____, 20_____ .

FORM G1: BID BOND AND AGREEMENT TO BOND
(Page 2 of 3)

SIGNED AND SEALED
in the presence of:

(Witness)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

FORM G1: BID BOND AND AGREEMENT TO BOND

(Page 3 of 3)

AGREEMENT TO BOND

(to be attached to and to form part of Bid Bond)

The Surety on the attached Bid Bond hereby undertakes and agrees with **THE CITY OF WINNIPEG** to become bound as Surety for the Principal,

_____ of
(Name of Bidder)

(Place)

the Bidder to you on _____, 20____ for

BID OPPORTUNITY NO. 673-2006

A Public-Private Partnership for East District Police Station Development and Operation

in an amount equal to Five Million Canadian Dollars (\$5,000,000) for the due and proper performance of the Work shown and described in the Bid Opportunity, if our Principal's Bid is accepted by you, such Performance Bond to be maintained and continue in full force and effect until the expiration of the warranty period. The Performance Bond shall be in the form specified in the Bid Opportunity.

It is a condition that this Agreement to Bond shall become null and void if the Performance Bond mentioned above is not required from our Principal within One Hundred and Twenty (120) Calendar Days following the Submission Deadline.

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.

SIGNED AND SEALED this _____ day of _____, 20_____ .

(Name of Surety)

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

Appendix B

Irrevocable Standby Letter of Credit and Undertaking

**FORM G2: IRREVOCABLE STANDBY LETTER OF CREDIT AND UNDERTAKING
(BID SECURITY) (Page 1 of 2)**

(Date)

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

RE: BID SECURITY - BID OPPORTUNITY NO. 673-2006

A Public-Private Partnership for East District Police Station Development and Operation

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

(Name of Bidder)

(Address of Bidder)

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

One Million (\$1,000,000.00) 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.

**FORM G2: IRREVOCABLE STANDBY LETTER OF CREDIT AND UNDERTAKING
(BID SECURITY) (Page 2 of 2)**

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.

This Standby Letter of Credit will expire on August 9th, 2007

if our customer's Bid is not accepted, and if accepted, when our customer has entered into a Contract with you and has furnished the required performance security for guaranteeing the faithful performance of the Contract.

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

WE HEREBY UNDERTAKE and agree to provide in your favour an irrevocable Standby Letter of Credit in an amount equal to Five Million Dollars (\$5,000,000) for the due and proper performance of the Work shown and described in the Bid Opportunity, if our customer's Bid is accepted by you. Such Standby Letter of Credit shall be maintained and continue in full force and effect until the expiration of the warranty period. The Standby Letter of Credit shall be in the form specified in the Bid Opportunity.

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)

Appendix C

Offer to Lease

City of Winnipeg, Bid Opportunity No. 673-2006

Offer to Lease

A Public-Private Partnership for East District Police Station Development and Operation

Lease Accommodation for the Winnipeg Police Service, City of Winnipeg

Between:

The City of Winnipeg (hereinafter called the "**Tenant**")

and

_____ (hereinafter called the "**Landlord**")
(Full name of person, partnership, corporation, joint venture or organization by whom Offer to Lease is made).

For and incidental to an East District Police Station, all as more particularly shown in the Contract Documents forming part of Bid Opportunity No. 673-2006, on the lands described as follows:

Lots 5 to 9 in Block 3 Plan 13723 WLTO in Lots 159 to 166 and 195 to 201 of the Roman Catholic Mission Property.

(If Proposal is being made for use of an alternate site, insert or attach full municipal address and legal description and attach a copy of both sides of the current Certificate of Title)

All of which hereinafter called the "**Demised Premises**".

The Landlord, having examined the Bid Opportunity No. 673-2006 document in its entirety, proposes and offers to lease the Demised Premises to the Tenant in accordance with the terms and conditions as are set out in this Offer to Lease (hereinafter called the "**Offer**"). Upon written acceptance by the Tenant of the Offer made by the Landlord this Offer will form in part the terms and conditions of a Lease Agreement (hereinafter called the "**Agreement**").

A. The Landlord covenants and agrees:

1. To provide the Demised Premises ready for use and occupancy no later than the **1st day of September, 2008**;
2. And warrants and guarantees that any work required of the Landlord to comply with all requirements, as set out and as more particularly described in Bid Opportunity No. 673-2006, will all be fully completed by the **1st day of November, 2008**;

City of Winnipeg, Bid Opportunity No. 673-2006

Offer to Lease

3. That the Demised Premises and the Tenant's intended use thereof comply with all relevant laws of the Province of Manitoba, Municipal By-Laws, codes and zoning requirements, and any requirements of those authorities having jurisdiction including the provision of building permits and occupancy permits;
 4. And will be required to provide professional services to perform:
 - a. The coordination and scheduling of all servicing, construction, furniture deliveries, move in, telephone, and all other matters and things required to effect occupancy;
 - b. The final inspection for deficiencies, defects, and uncompleted matters or things; and
 - c. To obtain from local authorities all required permits, approvals, and certificates required to construct and permit occupancy of the Demised Premises.
 5. That all building systems, structures, finishes, coverings, and equipment required to be provided in the Demised Premises shall be in new condition;
 6. That all Chattels, defined as an item of tangible movable property not otherwise connected or secured to the Demised Premises (e.g., furniture), and as required to be provided by the Landlord as set out and as more particularly described in Bid Opportunity No. 673-2006, will transfer in ownership to the City of Winnipeg, and all responsibility for and related thereto, upon the earlier of (a) ten (10) years from commencement of the Agreement, or (b) expiry of such items manufacturers' warranty or warranties;
 7. At all times during the lease term of the Agreement, to maintain the Demised Premises in a good and tenantable state of repair; and
 8. In accordance with written notice received from the Tenant, to promptly make good any defect and want of repair.
- B. The Annual Rent for the Demised Premises shall be determined by multiplying the total area of the Demised Premises expressed in gross square feet by the Annual Rent Lease Rate. The Annual Rent shall be payable in equal monthly installments, in advance, on the first day of each and every month of the lease term as contained in the Agreement.
- C. That the Annual Rent, as defined in D. below, not including GST, but inclusive of all other amounts owing by the Tenant to the Landlord for the Demised Premises, shall be,

Thirty (30) Year Lease Term:	Annual Rent Lease Rate:
Lease Years 1 – 5	Inclusive \$ _____ /gross square foot
Lease Years 6 – 10	Inclusive \$ _____ /gross square foot
Lease Years 11 – 15	Inclusive \$ _____ /gross square foot
Lease Years 16 – 20	Inclusive \$ _____ /gross square foot
Lease Years 21– 25	Inclusive \$ _____ /gross square foot
Lease Years 26 – 30	Inclusive \$ _____ /gross square foot

- D. Annual Rent is the cost of the Landlord providing the Demised Premises and any and all

City of Winnipeg, Bid Opportunity No. 673-2006

Offer to Lease

goods and services, exclusive of those goods and services to be provided by the Tenant as defined in n. below, necessary to provide for operation of the Demised Premises by the Tenant for its intended purpose as specified below:

1. "Base Rent" means the annual payment for providing the Demised Premises;
2. "Insurance" means, the Landlord to provide and maintain, at all times during the duration of the Agreement:
 - a. Commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with the Tenant added as an additional insured; a cross-liability clause, such liability policy to also contain non-owned automobile liability and products and completed operations;
 - b. Automobile liability insurance for owned automobiles used for or in connection with the Agreement in the amount of at least two million dollars (\$2,000,000.00);
 - c. All policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba and/or as deemed acceptable by the Insurance Supervisor of the City of Winnipeg;
 - d. Contingent Gross Rental Income insurance, in the amount of 100% of the Annual Rent and Additional Rent;
 - e. All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba or as determined to be acceptable by the Contract Administrator in consultation with the Insurance Supervisor of the City of Winnipeg;
 - f. Any and all deductibles shall be borne by the Landlord;
 - g. The Landlord shall not cancel, materially change, or cause any such policy or policies to lapse without minimum thirty (30) days prior written notice to the Tenant;
 - h. The Landlord shall file with the Tenant a Certificate or Certificates of Insurance evidencing all requirements in a form satisfactory to the City Solicitor;
 - i. The Tenant shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of the Agreement;
 - j. If during the lease term hereby demised or any renewal thereof the Demised Premises shall be damaged or destroyed by a peril in respect of which the Landlord is insured, the Annual Rent shall abate in the proportion that the part of the Demised Premises rendered unfit for occupancy bears to the whole of the Demised Premises until the Demised Premises are rebuilt; and the Landlord agrees that it will with reasonable diligence repair the Demised Premises unless the Tenant is obligated to repair under the terms hereof or unless the Agreement is terminated as hereinafter provided;
 - k. The Landlord shall ensure that any contractor or sub-contractor hired to

City of Winnipeg, Bid Opportunity No. 673-2006

Offer to Lease

perform maintenance, repairs or other forms of work on the building, premises, or parts thereof, provides evidence of adequate insurance to the Tenant prior to commencing work on the Demised Premises.

3. "Operations and Maintenance" means the annual payment for the following:
 - a. Maintenance of the grounds and landscaped areas to include, without limitation:
 - i. Weekly grass cutting during growing seasons;
 - ii. Maintenance of all landscaping according to architectural requirements;
 - iii. Weed control and litter removal as required;
 - iv. Replacement of dead plants, trees, and grass during growing seasons;
 - v. Semi-annual (spring and autumn) maintenance and general clean up.
 - b. Ice and snow removal for all throughfares inclusive of walkways and parking lots and to include, without limitation:
 - i. Supplying all labour and equipment necessary to provide ice and snow removal from building entrances, sidewalks, wheelchair ramps, and fire exits;
 - ii. Sidewalks, wheelchair ramps, and fire exits cleared to the concrete;
 - iii. Sanding of areas as required, or at the request of the Tenant, as a temporary measure to ensure safe conditions until proper ice or snow removal can be completed;
 - iv. Notification to the Tenant at least one hour prior to crews arriving and crews reporting to the front desk prior to commencing ice and snow removal services;
 - v. Taking into consideration blowing and or continuing snowfall conditions.
 - c. Maintenance, repairs and replacements to all building systems and structures. Maintenance to be performed by the Landlord is as documented by the Original Equipment Manufacturer's maintenance specifications and national and provincial building code(s) for all building systems and structures as contained in Bid Opportunity No. 673-2006, and shall include, without limiting the generality of the foregoing:
 - i. Floors, foundation, roof, roof membrane, stairways, all exterior and load bearing walls;
 - ii. Plumbing, electrical and mechanical systems;
 - iii. Lighting systems inclusive of replacement of light bulbs and fluorescent tubes and ballasts.
4. "Tenant Improvements" means the annual payment for providing all chattels, fixtures, installations, and improvements required to be made by the Landlord to the Demised Premises pursuant to Bid Opportunity No. 673-2006.

E. The Tenant shall pay, as Additional Rent, to include:

City of Winnipeg, Bid Opportunity No. 673-2006

Offer to Lease

1. Realty Tax including all municipal real property taxes, school taxes, and business taxes if applicable, charged upon the Demised Premises and excluding interest and penalties for late payment; and
2. Goods and Services Tax (GST) applicable in respect of the Agreement to be executed between the Landlord and Tenant.

Such Additional Rent shall be paid at the time and in the manner as the Annual Rent is payable under the Agreement.

- F. No payment to the Landlord, except for Annual Rent as defined in D. above, and Additional Rent as defined in E. above, or Tenant forces shall be required for any purposes related to the continued occupancy of the Demised Premises.
- G. The Tenant to pay directly, to Tenant selected service provider(s), those goods and services as specified below:
1. "Utilities" means all amounts paid for:
 - a. Fuel(s) used in heating and cooling;
 - b. Electric current;
 - c. Hot and cold water;
 - d. Sewer;
 - e. Telephone;
 - f. All labour and/or wages and other payments made to employees involved in procurement of such goods and services.
 2. "Janitorial Services" means any and all goods and services necessary to provide cleaning as specified below:
 - a. All labour and/or wages and other payments made to janitors, caretakers and other on-site employees involved in cleaning;
 - b. Total charges of any independent contractors employed to provide cleaning;
 - c. All amounts paid for supplies and necessities which are occasioned for every day use, and shall include, without limitation:
 - i. Cleaning supplies such as surface cleansers and disinfectant;
 - ii. Paper supplies such as towels and toiletries;
 - iii. Garbage receptacles and liners.
 3. "Security and Monitoring" means services are any and all goods and services necessary to provide building security and building system monitoring of the Demised Premises as specified below:
 - a. All labour and/or wages and other payments made for security and monitoring and other on-site employees involved in security and monitoring;
 - b. Total charges of any independent contractors employed to provide security and monitoring;
 - c. All amounts paid for secured access.

City of Winnipeg, Bid Opportunity No. 673-2006

Offer to Lease

4. "Insurance" means to provide and maintain, at all times during the duration of the Agreement:
 - a. Tenant's Legal Liability insurance to adequate and appropriate limits;
 - b. Property insurance and Boiler and Machinery insurance at replacement cost values; Policies to include the Landlord as an additional named insured;
 - c. Any and all deductibles shall be borne by the Landlord; except to the extent the loss is attributable to actions of the Tenant.

- H. In the event that a Substantial Performance Certificate is provided by Number Ten Architectural Group to the City of Winnipeg prior to September 1, 2008, the Annual Rent, payable in equal monthly installments, in advance, on the first day of each and every month of the lease term of the Agreement, shall commence the first day of the month following the date of issue of the Substantial Performance Certificate and that date shall become the first month of the lease term.

- I. In the event that a Total Performance Certificate is not provided by Number Ten Architectural Group to the City of Winnipeg by November 1, 2008, the Annual Rent, payable in equal monthly installments, is to be reduced by 10% on the first day of each and every month of the remaining lease term, commencing on November 1, 2008, until a Total Performance Certificate is provided by Number Ten Architectural Group to the City of Winnipeg.

- J. Subject to the Tenant's security requirements and reasonable prior notice, the Tenant shall permit the Landlord or the Landlord's authorized agent at all reasonable times to enter for the purposes of examining the state of repair of the Demised Premises and making repairs thereto.

- K. The Landlord shall provide the Tenant's representative with a complete and current list of names, telephone numbers, and addresses of the Landlord's employees, servants, and agents who may be contacted at any time in the event of emergency or failure of any service to be provided by the Landlord as herein specified, for the purposes of making repairs as may be required or to restore such service.

- L. All Operations and Maintenance, as defined in k. above, as being the sole responsibility of the Landlord, but which is made at the request of the Tenant, is to be performed in a timely manner, and shall include, without limitation:
 1. Performance in a timely manner, to be completed at a mutually agreeable time;
 2. Where the Tenant and Landlord cannot agree on a mutually agreeable time or in the event repairs must be made immediately by reason of an emergency at the cost of the Tenant, the Landlord shall reimburse the Tenant for all costs of performing such operations or maintenance;
 3. The Landlord shall be required to submit any and all maintenance and testing records

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to the Tenant within 14 working days of the maintenance and or testing having been performed;

4. The Landlord guarantees and warrants all work against any and all defects or deficiencies which may arise and will, at the Landlord's sole cost and expense, remedy any and all damage that may arise or result from any defect or deficiency as requested by the Tenant.

- M. The Tenant reserves the right to conduct security investigation for any and all stakeholders and all persons involved in any capacity with the Agreement. If any such stakeholders or persons security investigation is deemed to be a matter of concern to the Tenant, the Tenant may take whatever necessary actions it deems appropriate to resolve the matter.

- N. That prior to final execution of the Agreement, the Landlord shall obtain at its sole cost a Non-Disturbance Certificate, from any and all mortgagees who have registered or intend to register a mortgage on the title(s) of the property and which registration will result in the mortgagees obtaining first priority over the Agreement. The Non-Disturbance form to be executed shall be either provided by the Tenant or if not provided by the Tenant, the content of such form shall be to the Tenant's satisfaction.

- O. The Tenant reserves the right to erect any structure or use the lands around the building for Winnipeg Police Service business only. The Landlord shall not construct any structures or use the lands around the building for any purpose unless approved by the Tenant.

- P. The Tenant may require changes to the Tenant Improvements after approval of the Project Development Agreement, as contained in Bid Opportunity No. 673-2006, but prior to commencement of the lease term as contained in the Agreement and the parties shall establish a process for dealing with such changes. The Tenant may also require changes to the Tenant Improvements after commencement of the Agreement. The Tenant will not make, erect, install or alter any Tenant Improvements or fixtures in the Demised Premises without having requested and obtained the Landlord's prior written approval, which the Landlord shall not unreasonably withhold.

- Q. The Landlord will further provide the Tenant with a Tenant Allowance, in each of years seven (7), fourteen (14), and twenty-one (21) of the lease term in the Agreement as set out below:

Lease Term Year:	Tenant Improvement Allowance:
Lease Year Seven (7)	Inclusive \$ _____/gross square foot
Lease Year Fourteen (14)	Inclusive \$ _____/gross square foot
Lease Year Twenty-One (21)	Inclusive \$ _____/gross square foot

- R. The Tenant shall have the option to renew the Agreement for two (2) further terms of ten

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(10) years each on the same terms and conditions as set out in the Agreement executed pursuant to this Offer, at an annual rental which shall be negotiated to the mutual satisfaction of the parties hereto but not to exceed prevailing market conditions at the time of renewal as determined by a third party, third party of which to be identified and documented in the Agreement.

- S. The Landlord shall provide the Tenant with the option of fee simple ownership of Demised Premises and all equipment and chattels therein not already belonging to the Tenant upon receipt of a Total Performance Certificate to be provided by Number Ten Architectural Group and at future regular intervals. The Tenant shall have an established right, at its sole discretion, to obtain such total ownership by way of purchase and the Landlord shall provide the Tenant with purchase prices for total ownership at the end of construction (total performance), and at the end of years ten (10), twenty (20), and thirty (30) of the lease term contained in the Agreement, as set out below:

Purchase Option:	Purchase Price:
Upon Total Performance	Inclusive \$ _____
Lease Year (end of) 10	Inclusive \$ _____
Lease Year (end of) 20	Inclusive \$ _____
Lease Year (end of) 30	Inclusive \$ _____

- T. The Landlord has no right to transfer, assign, pledge or otherwise alienate or encumber either in whole or in part any Agreement with the Tenant without the prior written consent of the Tenant.
- U. This Offer shall remain open for acceptance by the Tenant for a period of 120 days from the Submission Deadline as contained in Bid Opportunity No. 673-2006. Adjustments/alterations to this Offer will not be permitted after the Submission Deadline as contained in Bid Opportunity No. 673-2006.
- V. Upon acceptance of this Offer and negotiation of any additional terms and conditions to be contained in the Agreement, the Agreement shall be prepared by the Landlord's solicitor, at the expense of the Landlord, and shall be executed by the Landlord and the Tenant before the commencement of the lease term as contained in the Agreement, but the covenants expressed herein shall be binding on the Landlord and the Tenant from the date on which this Offer is accepted notwithstanding that for any reason the Agreement may not be prepared or executed.
- W. The Landlord and the Tenant each to pay their own legal costs and disbursements.

Any notice required to be given to the Tenant shall be sufficiently given in person or addressed to:

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Manager, Civic Accommodations Division
Planning, Property and Development Department
3rd Floor, 65 Garry Street
Winnipeg, Manitoba, R3C 4K4

Any and every notice, if forwarded by mail, whenever mailed shall be deemed to be served on the date on which the same is, in fact, delivered or on the third business day next following the day on which it is mailed, whichever is the earlier.

Whenever the singular or the masculine is used in this Offer it shall be construed as if the plural or the feminine or the neuter had been used where the context so requires and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

This Offer forms an integral part of Bid Opportunity No. 673-2006.

WITNESS

(Clearly print or type full name)

Signature

Signature and Office

Date

Date

Appendix D

Proposal Certification

City of Winnipeg, Bid Opportunity No. 673-2006 Proposal Certification

A Public-Private Partnership for East District Police Station Development and Operation

_____ (hereinafter called the "**Proponent**")
(Full name of person, partnership, corporation, joint venture or organization by whom Proposal is made).

I certify that I have the authority to bind the Proponent indicated above to the specific terms and conditions imposed in the RFP and offered in the Proponent's Proposal and that, by my signature on this document, the Proponent specifically agrees to all of the waivers, restrictions, and requirements of the RFP as conditions precedent to submitting this Proposal.

I further state that in making this Proposal the indicated Proponent has not consulted with others for the purpose of restricting competition and that the Proponent has not made any knowingly false statements in its Proposal.

The Proponent declares that, in submitting its Proposal, it does so in good faith and that to the best of its knowledge no member of City Council or any officer or employee of the City of Winnipeg would have any pecuniary interest, direct or indirect, should the Proponent be awarded a contract(s) for the development and operation of a District Police Station.

Name (Signature)

Name (Printed in CAPITAL LETTERS)

Title and Organization

Date

ADDENDA The Proponent certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the RFP:

No.	_____	Dated	_____
	_____		_____
	_____		_____
	_____		_____

Appendix E

City of Winnipeg General Conditions for Construction

GENERAL CONDITIONS FOR CONSTRUCTION

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GENERAL CONDITIONS FOR CONSTRUCTION

C1. DEFINITIONS

- C1.1 Where used in these General Conditions and in the other documents forming part of the Contract:
- (a) “**Award Authority**” means the authority having the jurisdiction to award the Contract according to the City’s by-laws, policies or procedures;
 - (b) “**Bid**” means the documents and other things, including but not limited to forms contained in the Bid Submission, which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive offer;
 - (c) “**Bid Opportunity**” means the Bid Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda;
 - (d) “**Bid Submission**” means that portion of the Bid Opportunity by that name which contains forms to be included in the Bid;
 - (e) “**Bidder**” means any person submitting a Bid for the Work;
 - (f) “**Bidding Procedures**” means the portion of the Bid Opportunity by that name which sets out the terms and conditions governing the Bid, and a reference to a section, clause or subclause with the prefix “**B**” designates a section, clause or subclause in that portion of the Bid Opportunity;
 - (g) “**Business Day**” means any Calendar Day, other than a Saturday, Sunday, or a statutory or civic holiday;
 - (h) “**C**” designates a section, clause or subclause in these General Conditions;
 - (i) “**Calendar Day**” means the period from one midnight to the following midnight;
 - (j) “**Change in Work**” means an addition, deletion or modification to the Work as described in the Contract at the time that the Contract is awarded and includes modifications in quantity or nature of Plant, Material or labour, methods, location or work schedule;
 - (k) “**Chief Administrative Officer**” means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
 - (l) “**City**” means The City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
 - (m) “**City Solicitor**” means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
 - (n) “**Contract**” means the combined documents consisting of the agreement prepared and forwarded to the Contractor pursuant to C4 and all schedules thereto (consisting of the Bid Opportunity, and any documents and Drawings referred to and incorporated therein) together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
 - (o) “**Contract Administrator**” means the person designated as such in the Supplemental Conditions;
 - (p) “**Contract Price**” means the price agreed upon for the Work and any adjustments thereto which may be required or agreed to pursuant to the Contract;
 - (q) “**Contractor**” means the person undertaking the performance of the Work under the terms of the Contract;
 - (r) “**Council**” means the Council of The City of Winnipeg;

- (s) “**Drawings**” means drawings which show the nature and scope of the Work to be performed and which have been prepared or approved by the Contract Administrator and are referred to in the Contract;
- (t) “**Manager of Materials**” means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
- (u) “**Material**” means any things, including goods, parts and equipment, which are to form part of the permanent Work;
- (v) “**Person**” means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (w) “**Plant**” means any things brought to or constructed upon the Site by the Contractor for the performance of the Work, including goods, tools, equipment, consumable supplies, fuel, power and utility connections therefor, but does not include Material;
- (x) “**Shop Drawings**” means all drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor, Subcontractor, manufacturer, supplier or distributor and which illustrate some portion of the Work;
- (y) “**Site**” means the lands and other places, including structures, on, under, in or through which the Work is to be performed;
- (z) “**Specifications**” means the portion of the Bid Opportunity by that name which sets out the written description of the physical or functional characteristics of the Work, or any part thereof, including without limitation any requirement for testing or inspection, and a reference to a section, clause or subclause with the prefix “**E**” designates a section, clause or subclause in that portion of the Bid Opportunity;
- (aa) “**Subcontractor**” means a person contracting with the Contractor for the performance of a part or parts of the Work or for the furnishing of Plant or Material and includes a Subcontractor’s subcontractor;
- (bb) “**Submission Deadline**” means the time and date set out in the Bidding Procedures for final receipt of Bids;
- (cc) “**Substantial Performance**” shall have the meaning attributed to it in The Builders' Liens Act (Manitoba), or any successor legislation thereto;
- (dd) “**Supplemental Conditions**” means the portion of the Bid Opportunity by that name which sets out terms and conditions specific to the Contract, and supplements or modifies the General Conditions, and a reference to a section, clause or subclause with the prefix “**D**” designates a section, clause or subclause in that portion of the Bid Opportunity;
- (ee) “**Total Performance**” means that the entire Work, except those items arising from the provisions of C13, have been performed in accordance with the Contract;
- (ff) “**Work**” means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all Plant, Material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract, including all Changes in Work which may be ordered as herein provided;
- (gg) “**Working Day**” means any Calendar Day, other than a Saturday, Sunday, or a statutory or civic holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to work at least seven (7) hours during the period between 7:00 a.m. Winnipeg time or the time the Contractor's operations normally commence, whichever is the earlier, and 7:00 p.m. Winnipeg time.

C2. INTERPRETATION

- C2.1 Where the Contractor consists of more than one person, the obligations of the Contractor shall be joint and several.
- C2.2 Wherever the singular or masculine is used, it shall be construed to mean the plural or the feminine or the neuter as the context may reasonably require.
- C2.3 Headings, titles and margin notes in the Contract are inserted for convenience only and shall not be considered in any construction or interpretation of the Contract.
- C2.4 In the event of conflicts between portions of the Contract, the following shall apply:
- (a) the executed agreement between the City and Contractor shall govern over all schedules or other documents forming part of the Contract;
 - (b) the Supplemental Conditions shall govern over the General Conditions;
 - (c) the General Conditions shall govern over Specifications;
 - (d) Specifications of a later date shall govern over Specifications of an earlier date;
 - (e) Specifications shall govern over Drawings;
 - (f) Drawings of a later date shall govern over Drawings of an earlier date;
 - (g) Drawings of larger scale shall govern over those of smaller scale;
 - (h) figured dimensions shown on a Drawing shall govern over scaled or implied dimensions on the same Drawing; and
 - (i) Drawings shall govern over the Bid.
- C2.5 The various portions of the Contract are intended to be read together and complement each other, and what is called for by any one shall be deemed to be called for by all.
- C2.6 The City and the Contractor acknowledge and agree that the Contractor is an independent contractor and neither the Contractor, nor any officer, servant or agent of the Contractor, shall be deemed to be an employee, agent, representative or servant of the City.
- C2.7 The Contract shall constitute the entire agreement between the City and the Contractor. There are no representations, warranties, covenants or agreements other than those contained in the Contract.

C3. DECLARATIONS

Site Investigation

- C3.1 The Contractor declares that, in bidding for the Work and in entering into the Contract, he:
- (a) has investigated the Site, the nature of the Work to be done and all local conditions that might affect his Bid or his performance of the Work, including:
 - (i) 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;
 - (ii) the nature of the surface and subsurface conditions at the Site;
 - (iii) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
 - (iv) the nature, quality or quantity of the Plant needed to perform the Work;
 - (v) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and

- (vi) all other matters which could in any way affect the performance of the Work; or
 - (b) has not investigated the Site, the nature of the Work to be done or local conditions;
- and, in either event, assumes all risk for conditions now existing or arising in the course of the Work 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 Bid or the Contract by the Contract Administrator.

Good Faith

- C3.2 The Contractor declares that, in bidding for the Work and in entering into the Contract, he:
- (a) does so in good faith and that to the best of his knowledge no member of Council or any officer or employee of the City has any pecuniary interest, direct or indirect, in the Contract which has not been disclosed to and approved by the authority having jurisdiction;
 - (b) has not participated in any collusive scheme or combine;
 - (c) shall forfeit all claims under the Contract as well as refund to the City any monies paid to him, beyond his actual proven expenses for Work done, if C3.2(a) or (b) are shown to be false.

C4. EXECUTION OF CONTRACT

- C4.1 The Contractor 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 City Solicitor at the address indicated in the Supplemental Conditions.
- C4.2 If the Contractor does not execute and return the Contract as set out in C4.1, the Contractor may be deemed by the City to have abandoned the Contract, whereupon the acceptance of the offer by the City shall be null and void, and the City shall be entitled to retain the bid security accompanying the Bid as liquidated damages.
- C4.3 No payments will be made by the City to the Contractor until the Contractor has executed and returned the Contract as set out in C4.1.

C5. AUTHORITY OF CONTRACT ADMINISTRATOR

General

- C5.1 The Contract Administrator shall be the City's representative throughout the duration of the Contract and shall have authority to act on behalf of the City to the extent expressly provided for in the Contract.

Contract

- C5.2 The Contract Administrator shall interpret or clarify the Contract or any part thereof which appears indefinite, not clear or contradictory to the Contractor.
- C5.3 The Contract Administrator may at any time correct errors or omissions in the Contract or issue additional Drawings or Specifications further detailing, explaining or modifying the Work. Such Drawings or Specifications shall either supplement or supersede those forming part of the Contract at the time the Contract was executed.

Inspection

- C5.4 The Contract Administrator may examine or inspect the Work or any part thereof and determine whether the Work meets the requirements of the Contract. The Contract Administrator may reject the Work or any part thereof which does not meet the requirements of the Contract.

Control

- C5.5 The Contract Administrator may give instructions or orders to the Contractor to the extent necessary to ensure that the Work is performed in an orderly manner and meets the requirements of the Contract.
- C5.5.1 The Contract Administrator may give instructions or orders to the Contractor's supervisor on the Site and such instructions or orders shall be deemed to have been given to the Contractor.
- C5.6 The Contract Administrator may order the Contractor to remove from the Work any person employed or retained by the Contractor or a Subcontractor in the performance of the Work who the Contract Administrator determines is incompetent, negligent or guilty of misconduct.
- C5.7 The Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, constructed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- C5.8 The Contract Administrator may order the Contractor to stop work or to take such remedial measures as the Contract Administrator considers necessary, if, at any time, the Contract Administrator determines that:
- (a) a danger to life or to property exists; or
 - (b) such stoppage or remedial measures may be necessary to ensure the performance of the Work in accordance with the requirements of the Contract.
- C5.9 Neither the giving of any orders by the Contract Administrator nor the carrying out of such orders by the Contractor shall entitle the Contractor to any extra payment, nor relieve the Contractor of his responsibilities under C6.
- C5.10 The Contract Administrator shall determine if and when Substantial Performance and Total Performance are achieved and shall certify the dates thereof.
- C5.11 If the Contractor disputes a determination or order of the Contract Administrator on any of the foregoing matters, the Contractor shall act in accordance with the Contract Administrator's determination or order. The Contractor may concurrently appeal the determination or order of the Contract Administrator to the Chief Administrative Officer as provided for in C21.

C6. RESPONSIBILITIES OF CONTRACTOR

General

- C6.1 Except as otherwise provided in the Contract, the Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for coordinating the various parts of the Work so as to ensure its proper completion in a sound and workmanlike manner, in all respects in strict conformity with the Contract and in accordance with the approved work schedule.

- C6.2 The Contractor shall have complete control over the methods of performing the Work and shall direct and supervise the Work so as to ensure conformance with the Contract.
- C6.3 The Contractor shall provide all Plant, Material, labour, services and incidentals necessary for the performance of the Work.
- C6.4 The Contractor shall be responsible for any Work not explicitly set out in the Contract but which may be reasonably implied for the proper completion of the Work.
- C6.5 Unless otherwise specified in the Specifications, all Material shall be new, fit for the purpose intended and shall meet or exceed the kind, quality and quantity of same specified in the Contract. If required, the Contractor shall provide evidence satisfactory to the Contract Administrator that the foregoing requirements have been met.

Contract

- C6.6 The Contractor shall perform, complete and maintain the Work in strict accordance with the Contract.
- C6.7 If the Contract or any part thereof appears indefinite, not clear or contradictory, the Contractor shall refer such feature or features to the Contract Administrator for interpretation or clarification.
- C6.8 The Contractor shall obey, perform and comply with the Contract Administrator's orders, instructions, rules and procedures with respect to the Work or concerning the conduct thereof, promptly, efficiently and to the satisfaction of the Contract Administrator and he will assist other contractors, their employees and agents to do the same.
- C6.9 The Contractor shall be responsible for conveying the interpretation or clarification of the Contract, as given by the Contract Administrator, to Subcontractors.
- C6.10 The Contractor shall prepare and submit all drawings, schedules, documents or information required by the Contract and such other drawings, schedules, documents or information as may reasonably be required by the Contract Administrator.
- C6.11 The Contractor shall keep one copy of the Contract and any other approved drawings, schedules, documents or other information at the Site, and shall make them available at all reasonable times for the inspection and use of the Contract Administrator.

Laws and Regulations

- C6.12 The Contractor shall comply with all laws, by-laws, ordinances, regulations, codes and orders of authorities having jurisdiction which are or come into force during the performance of the Work and which relate to the Work. Where there are two or more laws, by-laws, ordinances, regulations or codes applicable to the Work, the most restrictive shall apply.
- C6.13 The Contractor shall procure approvals, clearances, permits, licences and certificates required by law or by any by-laws, ordinances, regulations, codes or orders of the authorities having jurisdiction for the performance of the Work, but this shall not include the obtaining of permanent easements or rights of servitude.
- C6.14 The Contractor shall give any notices required by law or by by-laws, ordinances, regulations, codes or orders of the authorities having jurisdiction and which relate to the Work.
- C6.15 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain workers compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

C6.16 The Contractor shall not be responsible for verifying that the Contract complies with the applicable laws, by-laws, ordinances, regulations, codes and orders relating to the Work.

Patents and Royalties

C6.17 If the Contract requires or the Contractor desires the use of any design, device, material or process covered by letters patent, copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the owner or licensee.

C6.17.1 Upon request of the Contract Administrator, the Contractor shall provide the City with a copy of the said agreement.

C6.18 If the City or the Contractor 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.

C6.19 If the City or the Contractor is prevented by injunction from using any design, device, material or process covered by letters patent, copyright, trademark or trade name, the Contractor shall, at his own cost, substitute an equally suitable design, device, material or process, all subject to the prior approval of the Contract Administrator.

Personnel

C6.20 The Contractor shall provide competent, suitably qualified personnel to perform the Work. He shall at all times maintain good discipline and order at the Site.

C6.21 The Contractor shall employ and keep on the Work, at all times during the performance of the Work, 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 his employ.

C6.22 If the Contract Administrator orders a person to be removed from the Work, the Contractor shall comply forthwith. Any person so removed shall not be re-employed on the Work by the Contractor or by a Subcontractor.

Control

C6.23 The Contractor must arrange and carry on his Work so as not to conflict with the Work being carried on or to be carried on for the City by other contractors or by the City's employees. If the Contractor finds it difficult to work in harmony with such parties, he shall notify the Contract Administrator promptly.

C6.24 The Contractor shall be solely responsible for construction safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable construction and safety legislation.

C6.25 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

C6.26 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (c) fire hazards in or about the Work or its Site are eliminated;

- (d) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (e) adequate medical services are available to all persons employed on the Work or its Site at all times during the performance of the Work;
- (f) adequate sanitation measures are taken and facilities provided with respect to the Work and its Site;
- (g) all survey posts, buoys or control monuments are protected and are not removed, defaced, altered or destroyed; and
- (h) all stakes, buoys and marks placed on the Work or its Site by or under the authority of the Contract Administrator are protected and are not removed, defaced, altered or destroyed.

C6.27 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.

C6.27.1 Upon attaining Substantial Performance, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.

C6.27.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

C6.28 The Contractor shall perform the Work so as to progress continuously with the Work or any part thereof and in such a manner as to ensure the proper completion of the Work or any part thereof, within the time stipulated.

Subcontractors

C6.29 The Contractor shall not employ any Subcontractor to whom the Contract Administrator may reasonably object.

C6.29.1 The Contractor agrees that the Subcontractors identified in his Bid, or in any subsequent submission, are the Subcontractors to be used to carry out those parts of the Work noted therein.

C6.29.2 The Contractor shall not add, remove or replace any Subcontractor, or change the part of the Work to be performed by a Subcontractor, without the prior approval of the Contract Administrator.

C6.30 The Contractor, with respect to Work to be performed under subcontract, shall:

- (a) enter into contracts or written agreements with his Subcontractors to require them to perform their work in complete conformance with and subject to the terms and conditions of the Contract; and
- (b) be as fully responsible to the City for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.

C6.31 The Contractor shall incorporate the terms and conditions of the Contract into all subcontract agreements he enters into with his Subcontractors.

C6.32 The Contractor shall make prompt payment to his Subcontractors, his employees or on account of the purchase or rental of Plant or Material.

C6.33 The Contractor shall promptly secure a discharge of a lien or trust claim served upon the City pursuant to The Builders' Liens Act (Manitoba).

C7. CHANGES IN WORK

General

- C7.1 The City shall have the right to order a Change in Work at any time after award of the Contract.
- C7.2 If, at any time after award of the Contract, the Contractor is of the opinion that a Change in Work is necessary to accomplish the result intended by the Contract or if the Contractor considers it desirable that a Change in Work be approved, he shall promptly provide notice thereof to the Contract Administrator, including:
- (a) the reason for the proposed Change in Work;
 - (b) a detailed description of the proposed Change in Work;
 - (c) the Contractor's proposed method(s) to determine the adjustment, if any, in Contract Price pursuant to C7.4.
- C7.2.1 Without limiting the generality of C7.2, if the Contractor observes:
- (a) any substantial difference in the nature of the surface or subsurface conditions at the Site, or the location, nature, quality or quantity of the materials to be removed, 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 Contractor shall immediately notify the Contract Administrator.
- C7.3 The Contract Administrator shall determine whether a Change in Work is necessary or desirable and whether a corresponding adjustment to the Contract Price is required.
- C7.3.1 If the Contract Administrator determines that no Change in Work is necessary or desirable, he will issue a notice stating his determination.
- C7.3.2 If the Contract Administrator determines that a Change in Work is necessary or desirable but no corresponding adjustment to the Contract Price is required, he will issue a notice approving the Change in Work and stating his determination.
- C7.3.3 If the Contract Administrator determines that a Change in Work 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 Work and stating his determination regarding the method(s) to be used to determine the adjustment in Contract Price pursuant to C7.4.
- C7.3.4 If the Contract Administrator determines that a Change in Work 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 Contractor to submit the Contractor's proposed method(s) to determine the adjustment in Contract Price pursuant to C7.4, and upon receipt and evaluation of such information, he shall issue a notice in accordance with C7.3.3.

Valuation of a Change in Work

- C7.4 The adjustment in Contract Price resulting from a Change in Work 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 Work to the Contractor plus a fixed fee;
 - (d) by the actual cost of the Change in Work to the Contractor plus fifteen percent (15%) on any portion of the Change in Work undertaken by the Contractor's own forces or plus ten percent (10%) on any portion of the Change in Work undertaken by a Subcontractor.
- C7.4.1 For the purposes of C7.4(c) or (d), "actual cost" on any portion of the Change in Work undertaken by the Contractor'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), purchase or rental of Plant and Material and any other payments made by the Contractor with the prior approval of the Contract Administrator that are necessary for the performance of the Change in Work.
- C7.4.2 For the purposes of C7.4(c) or (d), "actual cost" on any portion of the Change in Work undertaken by a Subcontractor shall mean the amount invoiced by the Subcontractor and paid by the Contractor, net of any discounts and excluding any late payment interest or penalties.
- C7.5 If a Change in Work results in a reduction in the Contract Price, no claim may be made for damages on the ground of loss of anticipated profit on Work 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 Work as of the date of the award of the Contract.
- C7.5.1 Reductions in the Contract Price as a result of:
- (a) Changes in Work requested by the Contractor;
 - (b) a deduction, pursuant to C11.7(d), for defective or deficient Work;
 - (c) a decrease, pursuant to C12.4, 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 C7.5.
- C7.6 If a Change in Work diminishes the Work, or any part thereof, resulting in:
- (a) extra cost to the Contractor, directly attributable to the diminution, for which he would not be entitled to payment on a unit price basis (e.g., loss of volume discounts); or
 - (b) loss to the Contractor in respect of Material required by the City to be purchased by him for the Work but not used thereon as a direct result of the diminution (e.g., restocking charges);
- the Contractor shall be compensated therefor by the City in the sum or sums determined by the Contract Administrator.
- C7.7 If the method of valuation or measurement or the adjustment to the Contract Price cannot be promptly agreed upon and the Contract Administrator requires the Change in Work to proceed, then the Contract Administrator will determine the method of valuation and measurement and the adjustment to the Contract Price. The Contract Administrator shall issue a notice approving the Change in Work and setting out the method of valuation, measurement, and any approved adjustments to the Contract Price.
- C7.8 If the Contractor disputes a determination made by the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's determination. The Contractor may concurrently appeal the determination of the Contract Administrator to the Chief Administrative Officer as provided for in C21.

Cost Records

- C7.9 If a valuation is required pursuant to C7.4 or C7.6, the Contractor shall provide the Contract Administrator with:
- (a) detailed and accurate statements showing:
 - (i) description, cost (including expenses for operation and maintenance) and time for Plant used by the Contractor;
 - (ii) description, cost and quantity for Material used by the Contractor;
 - (iii) rate of pay and hours of work for each of the persons employed by the Contractor; 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.

C8. RIGHT OF ENTRY

- C8.1 The Contractor shall not be entitled to exclusive possession of the Site.
- C8.2 The City shall have the right, for itself, its agents, representatives or other persons, to enter, occupy or use any portion of the Site or the Work, at any time and for so long a time as the Contract Administrator may require.
- C8.3 Such entry, occupation or use shall not constitute acceptance of the Work by the City nor shall it relieve the Contractor of responsibility to complete the Work.

C9. CONTROL OF PLANT AND MATERIAL

- C9.1 The Contractor shall not remove any Plant or Material that he has brought to the Site and which is required to complete the Work without the prior consent of the Contract Administrator until the date of Total Performance.
- C9.2 Plant or Material that is the property of the City shall not be removed from the Site, disposed of or used except for the purposes of the Work without the prior consent of the Contract Administrator.
- C9.3 The Contractor shall keep such records of all Plant and Material supplied or placed in the care, custody and control of the Contractor by the City as the Contract Administrator may from time to time require and shall satisfy the Contract Administrator, when requested, that such Plant and Material are at the place and in the condition required by the City.

C10. RISK AND RESPONSIBILITY

- C10.1 Plant or Material brought to the Site or the Work by the Contractor shall remain at the risk and the responsibility of the Contractor from the commencement of the Work until:
- (a) Material is incorporated into the Work; or
 - (b) Plant or Material is removed from the Site or the Work by the Contractor.
- C10.2 The Contractor shall be liable to the City for any loss of or damage to Plant or Material that is supplied to or placed in the care, custody and control of the Contractor by the City in connection with the Contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control, from the commencement of the Work until:
- (a) Material is incorporated into the Work; or
 - (b) Plant or Material is returned, in its original condition, to the City.

- C10.3 The Work shall remain at the risk and the responsibility of the Contractor from the commencement of the Work until the date of Substantial Performance.
- C10.4 That portion of the Work not completed as of the date of Substantial Performance shall remain at the risk and responsibility of the Contractor until the date of Total Performance.
- C10.5 The Contractor shall, at his own cost, be required to maintain the Work, make good all damage thereto and imperfections therein and to deliver the completed Work to the City in accordance with the provisions of the Contract.

C11. INSPECTION

General

- C11.1 The Contractor shall provide the Contract Administrator access, whether at the Site or at the premises of the Contractor or any Subcontractor, to observe and inspect the Work and its progress.
- C11.2 The Contractor shall provide the Contract Administrator any samples required to inspect the Work.
- C11.3 The Contractor shall provide the Contract Administrator any and all assistance which he may require to observe and inspect the Work.
- C11.4 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and rebuild that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and rebuilding, if any, shall be borne by the Contractor.
- C11.5 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and rebuilding, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed is properly constructed and of satisfactory Material, but if otherwise the cost shall be borne by the Contractor.
- C11.6 The inspection herein provided for shall in no way relieve the Contractor of full responsibility for the quality, proper operation and performance of the Work.

Defective Work

- C11.7 If the Contract Administrator determines that the Work, or any part thereof, is defective or deficient, the City shall have the right to do any one or more of the following in addition to anything permitted elsewhere in the Contract or by law:
- (a) if the Contract Administrator determines that any Plant is defective, deficient or otherwise unfit for the purpose intended, the Contract Administrator may direct the Contractor to remove such Plant from the Site and promptly replace it with Plant which meets the requirements of the Contract and is fit for the purpose intended;
 - (b) if the Contract Administrator determines that any Material which is not yet incorporated into the Work is defective, deficient or otherwise unfit for the purpose intended, the Contract Administrator may direct the Contractor to remove such Material from the Site and promptly replace it with Material which meets the requirements of the Contract and is fit for the purpose intended;

- (c) if the Contract Administrator determines that the Work or any portion thereof, including any Material which is incorporated therein, is defective, deficient or otherwise unfit for the purpose intended, the Contract Administrator may direct the Contractor to repair, rebuild, replace or otherwise remedy the defect or deficiency;
- (d) if the Contract Administrator determines that it is not expedient to correct defective or deficient Work, the City may deduct from the Contract Price the difference between the value of the Work as done and that called for by the Contract, the amount of which shall be determined by the Contract Administrator.

C11.8 The Contractor shall, without delay, carry out the directives of the Contract Administrator pursuant to C11.7. In addition, the Contractor shall be responsible for the cost of any additional inspections necessitated thereby.

C11.9 The City shall be entitled, in its sole discretion, to use the Work or any portion thereof notwithstanding that it may be defective or deficient, and such use shall not constitute acceptance of any defects or deficiencies nor shall it relieve the Contractor of responsibility to complete the Work.

C12. MEASUREMENT AND PAYMENT

General

C12.1 Unless otherwise specified in the Supplemental Conditions, the City shall only be required to pay the Contractor for Material required for the Work upon the installation and total incorporation of same permanently in the Work.

C12.2 The amounts to be paid by the City to the Contractor shall be the sums certified by the Contract Administrator in the interim and final progress estimates.

C12.2.1 For unit price Contracts, such sums shall be determined by the Contract Administrator upon the basis of the unit prices for the various classes of the Work stated on Form B: Prices. The total amount to be paid to the Contractor for the Work will be the amount arrived at by measuring the amount of each class of the Work listed on Form B: Prices and performed in accordance with the Contract, and pricing the same, in accordance with the unit prices stated thereon.

C12.2.2 For lump sum Contracts, such sums shall be determined by the Contract Administrator upon the basis of the lump sum price stated on Form B: Prices.

C12.2.3 Prices stated on Form B: Prices shall be deemed to include:

- (a) duty;
- (b) freight and cartage;
- (c) Federal and Provincial taxes [except the Goods and Services Tax (GST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all details necessarily connected with the completion of the Work and all risks and contingencies connected therewith.

Increased or Decreased Costs

C12.3 The Contract Price shall not be increased or decreased by reason of any increase or decrease in the cost of the Work to the Contractor except as provided for herein.

C12.4 The Contract Price shall be adjusted if any change in a tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Tax Act (Manitoba):

- (a) occurs after the Submission Deadline;
- (b) applies to Material; and
- (c) affects the cost of that Material to the Contractor.

- C12.5 If a change referred to in C12.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change.
- C12.6 For the purpose of C12.4, where a tax is changed after the Submission Deadline but public notice of the change has been given by either the Federal or Provincial Minister of Finance before that date, the change shall be deemed to have occurred before the Submission Deadline and the Contractor shall not be entitled to an increase in the Contract Price.

Measurement and Payment

- C12.7 By the fourteenth (14) Calendar Day after the end of each month, or as soon thereafter as possible, the Contract Administrator shall, subject to having received all necessary information from the Contractor by the seventh (7) Calendar Day after the end of that month, prepare a progress estimate setting out the quantity and value of the Work performed during the preceding month.
- C12.8 The Contractor shall sign each progress estimate signifying that he agrees with the Contract Administrator's estimate of the quantity and value of the Work completed.
- C12.9 Approval by the City of payment on account of a progress estimate will make the amount of the progress estimate valid for payment.
- C12.10 Any payment made by the City to the Contractor on account of a progress estimate shall be less any holdback required to be made by The Builders' Liens Act, and such holdbacks or other amounts which the City is entitled to withhold pursuant to the Contract.

Final Payment

- C12.11 Approval by the City of payment on account of the final progress estimate shall be subject to the following conditions:
- (a) issuance by the Contract Administrator of a certificate of Total Performance;
 - (b) receipt by the City of a certificate from the Workers Compensation Board stating that full payment has been made to the Board with respect to all assessments owing.
- C12.12 Payment on account of the final progress estimate, including the holdback made by the City pursuant to The Builders' Liens Act, shall be paid to the Contractor when the time for filing liens or trust claims has elapsed, unless the City is in receipt of a lien or trust claim.
- C12.13 Neither the issuance of a certificate of Total Performance nor the payment of the final progress estimate shall relieve the Contractor from his responsibilities either under C13 or as a result of any breach of the Contract by the Contractor including, but not limited to, defective or deficient Work appearing after Total Performance, nor shall it conclude or prejudice any of the powers of the Contract Administrator or the Chief Administrative Officer hereunder.
- C12.14 Subject to C12.15, acceptance by the Contractor of payment on account of the final progress estimate shall constitute a waiver and release by him of all claims against the City whether for payment for Work done, damages or otherwise arising out of the Contract.
- C12.15 If the Contractor disputes a determination made by the Contract Administrator with respect to an interim or final progress estimate, the Contractor shall be paid in accordance with the Contract

Administrator's determination. The Contractor may concurrently appeal the determination of the Contract Administrator to the Chief Administrative Officer as provided for in C21.

C13. WARRANTY

General

C13.1 The Contractor warrants that the Work will be free of any and all defects or deficiencies during the warranty period.

Warranty Period

C13.2 Unless specifically stated otherwise in the Supplemental Conditions, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter unless extended pursuant to C13.2.1 or C13.2.2, in which case it shall expire when provided for under these sections.

C13.2.1 If a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

C13.2.2 If all outstanding defects or deficiencies have not been corrected to the satisfaction of the Contract Administrator by at least two (2) weeks prior to the date on which the warranty would expire except for this C13.2.2, then the Contract Administrator may require the Contractor to extend the warranty period for a further period of one (1) year for those defects or deficiencies in the Work identified by the Contract Administrator as still outstanding and uncorrected or for any portion of the Work whose use or operation is prevented by such defects or deficiencies.

C13.3 Notwithstanding C13.2, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

Warranty Inspection

C13.4 Within a reasonable time before the warranty expires, the Contract Administrator shall request that the Contractor arrange, attend at and assist the Contract Administrator in carrying out an inspection of the Work.

C13.5 Where the warranty period has been extended pursuant to C13.2.2, a second inspection shall be carried out in accordance with C13.4 before the warranty period, as extended, expires.

Warranty Work

C13.6 The Contract Administrator shall notify the Contractor of observed defects or deficiencies and damage, if any, arising or resulting from such defects or deficiencies, within the warranty period.

C13.7 The Contractor shall correct, to the satisfaction of the Contract Administrator, all defects, deficiencies and damage identified by the Contract Administrator in the manner and within the time period(s) specified in the notice.

C13.8 If the Contractor disagrees with the Contract Administrator's determination under C13.6, he shall nonetheless comply with C13.7. The Contractor may concurrently appeal the determination of the Contract Administrator as provided for in C21.

Acceptance of the Work

C13.9 The Contract Administrator shall certify acceptance of the Work upon:

- (a) the satisfactory performance of the Work during the warranty period;
- (b) the Contractor having fully complied with C13.7; and
- (c) the successful conclusion of any tests required under the Contract.

C13.10 Only certification of acceptance of the Work shall constitute:

- (a) acceptance of the Work; or
- (b) acceptance that the Work or any part thereof has been duly performed; or
- (c) acceptance of the accuracy of any claim of the Contractor.

C13.11 Certification of acceptance of the Work shall not, however, relieve the Contractor from his responsibilities for any breach of the Contract including, but not limited to, defective or deficient Work appearing after the date of such certification.

C14. GOVERNING LAW

C14.1 The Contract has been entered into in the Province of Manitoba and shall be governed by and construed and enforced in accordance with the laws of the Province of Manitoba and of Canada as applicable therein. The parties hereby irrevocably and unconditionally agree to the exclusive jurisdiction of the Courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

C15. ASSIGNMENT

C15.1 The Contractor shall not assign the Contract or any payments thereunder without the prior consent of the City.

C15.2 The Contract shall inure to the benefit of and be binding on the respective heirs, executors, administrators, successors and assigns of the City and the Contractor.

C16. FORCE MAJEURE

C16.1 If the Contractor is delayed in the performance of the Work by reason of strikes, lock-outs (including lock-outs decreed for its members by a recognized contractors' association of which the Contractor is a member), an act of God, or any other cause which the Contractor satisfies the Contract Administrator to be totally beyond his control, the work schedule shall be adjusted by a period of time equal to the time lost due to such delays.

C16.2 No extension for delay shall be approved unless a notice of the claim is received by the Contract Administrator from the Contractor within seven (7) Calendar Days of the date on which the cause of delay arose.

C16.3 Any delay or failure by the City to perform its obligations under this Contract shall be excused, to the extent that the delay or failure is caused by an event or occurrence beyond the reasonable control of the City and without its fault or negligence, such as by way of example and not by way of limitation, strikes, lock-outs, or acts of God, provided that written notice of the delay shall be given by the City within seven (7) Calendar Days of the date on which the cause of delay arose.

C16.4 Any notice or claim for extension must state the cause of delay and the length of extension requested.

C16.4.1 In the case of a continuing cause of delay, only one claim for an extension shall be necessary.

C17. INDEMNITY

C17.1 The Contractor shall save harmless and indemnify the City against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:

- (a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
- (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
- (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
- (d) any claim for lien or trust claim served upon the City pursuant to The Builders' Liens Act;
- (e) failure to pay a Workers Compensation assessment, or Federal or Provincial taxes;
- (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
- (g) inaccuracies in any information provided to the City by the Contractor.

C17.2 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.

C17.3 The Contractor 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.

C17.4 If the Contractor fails to make any payment required to be made to the City pursuant to C17.2 and C17.3, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.

C18. EVENTS OF DEFAULT

C18.1 An event of default will be deemed to have occurred if the Contractor:

- (a) abandons the Work; or
- (b) is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of his creditors, or has a receiver or liquidator appointed in respect of his assets; or
- (c) is not performing or has not been performing the Work, or any part thereof, in a sound and workmanlike manner and in all respects in strict conformity with the Contract; or
- (d) is not progressing continuously with the Work or any part thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with the work schedule; or

- (e) fails to take down, repair, rebuild, replace or otherwise remedy any defective or deficient Work, or to remove any defective or deficient Plant or Material; or
- (f) fails to remedy defects or deficiencies during the warranty period in the manner and within the time periods specified by the Contract Administrator; or
- (g) fails to make prompt payment to his Subcontractors, his employees or on account of the purchase or rental of Plant or Material; or
- (h) fails to promptly secure a discharge of a claim for lien or trust claim served upon the City pursuant to The Builders' Liens Act; or
- (i) fails to comply with any laws, by-laws or statutory regulations; or
- (j) fails to provide competent supervision at the Site; or
- (k) fails to submit any schedules, documents or information required by the Contract; or
- (l) refuses or neglects to comply with an order given by the Contract Administrator; or
- (m) commits any other breach of the Contract.

C18.2 Any provision of the Contract may be waived only by express waiver in writing by the Contract Administrator. No express waiver of any provision shall imply the waiver of any other provision.

C19. CITY'S RIGHTS AND REMEDIES

General

C19.1 If an event of default has occurred, 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 Work, or any part or parts thereof out of the hands of the Contractor;
- (c) demand payment for any amount owed to the City;

all as more particularly set forth in C19.3 to C19.6 below.

C19.2 The duties and obligations imposed upon the Contractor 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 Contractor or available to the City at law.

Withholding of Payment

C19.3 If an event of default has occurred, the City may withhold or retain the whole or part of any payment to the Contractor.

C19.4 The City may apply the amount withheld or retained to:

- (a) pay any person to whom the Contractor is indebted in respect of Material, labour or services furnished for the Work;
- (b) secure the discharge of a lien or trust claim served upon the City pursuant to The Builders' Liens Act;
- (c) indemnify, compensate or reimburse the City for amounts paid or costs incurred by the City in connection with the event of default.

C19.5 Payment of such amounts shall discharge the City's liability to the Contractor to the same extent as payment directly to him.

C19.6 Upon remedy of the event of default, any amount remaining from the amount withheld will be released to the Contractor.

Taking the Work out of the Contractor's Control

- C19.7 If an event of default has occurred, the City may, without process or action at law, upon giving the Contractor notice, take the whole of the Work, or any part or parts thereof out of the hands of the Contractor.
- C19.8 Upon such notice being given to the Contractor, he shall immediately discontinue the Work or any part or parts thereof specified in the said notice.
- C19.9 The taking of the Work or any part thereof out of the Contractor's control pursuant to C19.7 shall not relieve or discharge the Contractor from any obligation under the Contract or imposed upon him by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's control.
- C19.10 If the Work or any part thereof is taken out of the Contractor's control pursuant to C19.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- C19.11 The City shall have the right, subject to C20, to complete, by contract or with its own forces, the Work taken out of the Contractor's control, and the Contractor agrees that the City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof. The City shall not be required to obtain the lowest price to complete the Work taken out of the Contractor's control.
- C19.12 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in C19.10, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.
- C19.13 If the cost to the City of completing the Work or portion thereof as aforesaid is less than the amount to which the Contractor would have been entitled under the Contract for so doing, the Contractor shall have no claims in respect thereof against the City. If the cost of the Work performed by the City is more than the amount to which the Contractor would have been entitled under the Contract for the same Work, the City shall have a claim against the Contractor for such excess costs.
- C19.14 When any portion of the Work is being carried on by the City, by contract or otherwise, the Contractor shall continue to perform the remainder of the Work in accordance with the Contract, and in such manner as in no way to hinder or interfere with the persons performing the portion of the Work being carried on by the City.

Demand for Payment

- C19.15 If an event of default has occurred, the City may demand payment from the Contractor for amounts paid or costs incurred by the City in connection with the event of default.
- C19.16 The Contractor shall, within seven (7) Calendar Days of receipt of a notice from the City, pay the City the amount set out in the notice.

C20. SURETY'S OPTION TO ASSUME THE CONTRACT

- C20.1 Where the City has given notice to the Contractor that the Work or part thereof has been taken out of the Contractor's control, the City shall promptly provide the Surety with a copy of such notice.

- C20.2 The Surety may, at its option, assume the Contract in respect of the Work specified in the notice and proceed to perform same.
- C20.3 Within fourteen (14) Calendar Days after the date on which the Surety is provided with a copy of the notice given to the Contractor, the Surety shall advise the City whether it intends to exercise such option. The said option shall expire if the Surety fails to so advise the City within the time specified.
- C20.4 If the Surety has exercised its option in accordance with the foregoing, it shall take the Contractor's place in all respects. The Surety shall be bound by all terms and conditions of the Contract and shall be paid in accordance with the terms of the Contract for all Work performed by it.
- C20.5 The Surety may, with the consent of the Chief Administrative Officer, subcontract the Work so taken over or any portion thereof.

C21. CONTRACTOR'S RIGHT TO APPEAL

- C21.1 If the Contractor disagrees with a determination or order of the Contract Administrator he may, within seven (7) Calendar Days after receiving notice of the Contract Administrator's determination or order, notify the Chief Administrative Officer of his contention with respect thereto and request a determination thereon from the Chief Administrative Officer.
- C21.2 If the Contractor disagrees with the Chief Administrative Officer's determination he may request that the dispute be referred to arbitration in accordance with C22, by providing notice to the Chief Administrative Officer within seven (7) Calendar Days after receiving notice of the Chief Administrative Officer's determination.
- C21.3 If the Contractor neglects or fails to observe fully and faithfully the above conditions, he shall be deemed to have accepted the Contract Administrator's determination and to have waived any said claim, at law or otherwise.

C22. ARBITRATION

Requests for Arbitration

- C22.1 If, at any time before the termination of the warranty period, any dispute, difference or question shall arise between the City and the Contractor regarding the Work, then every such dispute, difference or question may, with the consent of both the City Solicitor, on behalf of the City, and the Contractor, be referred to arbitration. Notwithstanding that the parties may have consented to arbitration, no arbitration shall proceed before the date of Substantial Performance.
- C22.2 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.
- C22.3 The Other Party shall reply to the request within seven (7) Calendar Days of receiving same.

Referral to a Single Arbitrator

- C22.4 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.
- C22.5 If the Other Party accepts the Requesting Party's Nominee, the dispute, difference or question shall be promptly referred to him or her.

Referral to a Panel of Arbitrators

- C22.6 If the Other Party rejects the Requesting Party's Nominee, it shall, within seven (7) Calendar Days of rejection, appoint its own arbitrator.
- C22.7 The Requesting Party shall, within seven (7) Calendar Days of receiving the Other Party's rejection, appoint its own arbitrator.
- C22.8 The arbitrators appointed under C22.6 and C22.7 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.

General

- C22.9 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.
- C22.10 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.
- C22.11 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.
- C22.12 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.

C23. NOTICES

- C23.1 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.
- C23.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications shall be delivered to the applicable addresses set out in the Supplemental Conditions.
- C23.2.1 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.
- C23.2.2 Delivery to the Contractor's designated supervisor at the Site shall constitute delivery to the Contractor.
- C23.3 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.

Appendix F

City of Winnipeg Supplemental Conditions

CITY OF WINNIPEG SUPPLEMENTAL CONDITIONS

GENERAL

F1. GENERAL CONDITIONS

F1.1 In addition to the *General Conditions for Construction (Appendix E)*, these Supplemental Conditions are applicable to the Work of the Contract.

F2. SCOPE OF WORK

F2.1 The Work to be done under the Contract shall consist of the development and construction of the Winnipeg Police Service East District Police Station and related site work.

F2.2 The major components of the Work are as follows:

- (a) Building Construction;
- (b) Site Work and Services.

F3. DEFINITIONS

F3.1 Terms and abbreviations used in this RFP, including all Appendices, which have a well-recognized and accepted technical or trade meaning in the construction industry are used in this RFP in accordance with such recognized and accepted meaning unless the context otherwise requires. In addition, certain terms used between the RFP and its associated Appendices shall be interpreted to have the same meaning.

F3.2 Notwithstanding C1.1, when used in this Bid Opportunity:

- (a) "Proposal" means "Bid" as defined in the General Conditions for Construction (Appendix E);
- (b) "Proponent" means any person submitting a Proposal in response to the RFP";
- (c) "Project Development Agreement" means "Contract" as defined in the General Conditions for Construction (Appendix E).
- (d) "Request for Proposal" means "Bid Opportunity" as defined in the General Conditions for Construction (Appendix E);
- (e) Further to Clause C1.1(q) in the General Conditions for Construction (Appendix E), "Contractor" also means "Successful Proponent".

F4. CONTRACT ADMINISTRATOR

F4.1 The Contract Administrator will be appointed by the City of Winnipeg prior to award of Contract.

F4.2 At the pre-construction meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

F5. CONTRACTOR'S SUPERVISOR

F5.1 At the pre-construction meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

F6. NOTICES

F6.1 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 Section 4.1 "Identification of the Proponent" in the Request for Proposal.

F6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in F6.3, F6.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number which will be identified prior to award of Contract.

F6.3 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Attn: Chief Administrative Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

F6.4 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
Corporate Services Department
Legal Services Division
Attn: City Solicitor
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

F7. FURNISHING OF DOCUMENTS

F7.1 Upon award of the Contract, the Contractor will be provided with five (5) complete sets of the Construction Documents. If the Contractor requires additional sets of the Construction Documents, they will be supplied to him at cost.

SUBMISSIONS

F8. AUTHORITY TO CARRY ON BUSINESS

F8.1 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.

F9. SAFE WORK PLAN

- F9.1 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.
- F9.2 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

F10. INSURANCE

- F10.1 The Contractor shall provide and maintain the following Project Insurance Coverages to cover all parties engaged in the Work in this Contract:
 - (a) Builder's Risk Insurance (Broad Form) including testing and commissioning, in the amount of one hundred percent (100%) of the total project cost; written in the name of the Contractor, The City of Winnipeg and all other contractors, sub-contractors, engineering and architectural consultants etc.; and said policy to remain in place at all times during the performance of the Work and until the date of Total Performance;
 - (b) Wrap-Up liability insurance in an amount of no less than 5 million dollars (\$5,000,000.00); written in the name of the Contractor, The City of Winnipeg and all other contractors, sub-contractors, engineering and architectural consultants etc; and said policy to include twenty-four (24) Months Completed Operations;
 - (c) Automobile liability insurance for owned and non-owned automobiles used for or in connection with the work in the amount of at least two million dollars (\$2,000,000.00).
- F10.2 The Contractor shall be responsible for any and all deductibles.
- F10.3 All policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba and/or as deemed acceptable by the Insurance Supervisor of the City of Winnipeg.
- F10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least Thirty (30) Calendar Days prior written notice to the Contract Administrator.
- F10.5 The Contractor shall provide the Contract Administrator with certificates of insurance of all applicable insurance policies 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.
- F10.6 The City of Winnipeg reserves the right to request and obtain certified copies of all insurance policies at any time during the course of construction.

F11. PERFORMANCE SECURITY

- F11.1 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 five million dollars (\$5,000,000.00); 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), five million dollars (\$5,000,000.00); 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 five million dollars (\$5,000,000.00).

11.1.1 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.

F11.2 If the bid security provided in his Bid was not a certified cheque or draft pursuant to Section 4.4 in the Request for Proposal, the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and 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.

F12. DETAILED WORK SCHEDULE

F12.1 The Contractor shall provide the Contract Administrator with a detailed work schedule at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

F12.2 All dates and time periods in the detailed work schedule shall be consistent with dates stated in the RFP.

F12.3 The detailed work schedule shall consist of the following:

- (a) a critical path method (C.P.M.) schedule for the Work; or
- (b) a Gantt chart for the Work based on the C.P.M. schedule;

all acceptable to the Contract Administrator.

F12.4 Further to PART F - F12.3(a), the C.P.M. schedule shall clearly identify the start and completion dates of all detailed activities/tasks making up the Work as well as showing those activities/tasks on the critical path.

F12.5 Further to PART F - F12.3(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.

F13. SECURITY CLEARANCE

F13.1 The City will conduct a Level 2 Security Clearance Check, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.

F13.2 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service 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 Work at Winnipeg Police Service facilities.

- F13.3 Each individual proposed to perform Work under the Contract at Winnipeg Police Service 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 Appendix D, Proposal Certification.
 - (f) A completed Form P-608: Security Clearance Check authorization form.
 - (a) Signature of Witness shall be signed by the contact person stated on Appendix D, Proposal Certification.
 - (g) A cheque made payable to the City of Winnipeg in the amount of One hundred and eighty dollars (\$180.00).
- F13.4 Each individual shall submit the required information, form and payment 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 Work at Winnipeg Police Service facilities.
- F13.5 Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.
- F13.6 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 Winnipeg Police Service Facility shall provide identification upon entry to verify they have received a Level Two security clearance.
- F13.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract at Winnipeg Police Service Facilities.
- F13.8 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
- F13.9 There is no additional fee for the application for reconsideration.

SCHEDULE OF WORK

F14. COMMENCEMENT

- F14.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- F14.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in PART F - F8;
 - (ii) evidence of the workers compensation coverage specified in C6.15;
 - (iii) the Safe Work Plan specified in PART F - F9;
 - (iv) evidence of the insurance specified in PART F - F10;
 - (v) the performance security specified in PART F - F11;
 - (vi) the detailed work schedule specified in PART F - F12; and
 - (vii) the security clearances specified in PART F - F13.
 - (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.
- F14.3 The City intends to award this Contract by September 4, 2007.

F15. SUBSTANTIAL PERFORMANCE

- F15.1 The Contractor shall achieve Substantial Performance by September 1, 2008.
- F15.2 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.

- F15.3 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.

F16. TOTAL PERFORMANCE

- F16.1 The Contractor shall achieve Total Performance by November 1, 2008.
- F16.2 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.
- F16.3 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.

F17. SCHEDULED MAINTENANCE

- F17.1 The Contractor shall perform scheduled maintenance in the manner and within the time periods required by the Specifications.
- F17.2 Determination of Substantial Performance and Total Performance shall be exclusive of scheduled maintenance identified herein. All scheduled maintenance shall be completed prior to the expiration of the warranty period. Where the scheduled maintenance cannot be completed during the warranty period, the warranty period shall be extended for such period of time as it takes the Contractor to complete the scheduled maintenance.

CONTROL OF WORK

F18. JOB MEETINGS

- F18.1 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.
- F18.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he deems it necessary.

F19. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- F19.1 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).

WARRANTY

F20. WARRANTY

F20.1 Notwithstanding C13.2, the warranty period shall begin on the date of Total Performance and shall expire one (1) year 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.

F20.1.1 For the purpose of Performance Security, the warranty period shall be one (1) year.

F20.2 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.

F20.2.1 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 F11)

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 dated the _____ day of _____, 20____, for:

BID OPPORTUNITY NO. 673-2006
REQUEST FOR PROPOSAL – A PUBLIC-PRIVATE PARTNERSHIP FOR EAST DISTRICT POLICE STATION DEVELOPMENT AND OPERATION

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)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

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)

Appendix G

Specifications

SPECIFICATIONS

GENERAL

APPLICABLE SPECIFICATIONS AND DRAWINGS

1. These Specifications shall apply to the Work.
2. *The City of Winnipeg Standard Construction Specifications* in its entirety, whether or not specifically listed shall apply to the Work.
3. *The City of Winnipeg Standard Construction Specifications* is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
4. The version in effect three (3) Business Days before the Submission Deadline shall apply.
5. Further to C2.4(d), Specifications included in the Bid Opportunity shall govern over *The City of Winnipeg Standard Construction Specifications*.
6. The following are applicable to the Work:

Technical Development Specifications as available on The City of Winnipeg, Corporate Finance, Materials Management Branch, Bid Opportunities web page at <http://www.winnipeg.ca/matmgt/bidopp.asp>

BID SECURITY - BID OPPORTUNITY NO. 673-2006

A Public-Private Partnership for East District Police Station Development and Operation