July 26, 2018

Re: Request for access to information under Part 2 of The Freedom of Information and Protection of Privacy Act: Application Number 18 05 461

I have now had an opportunity to consider your request for the following:

All city records of contracts between the City and Caspian Projects Inc. (also known as Caspian Construction), and the City and Adjeleian Allen Rubeli Limited (AAR), related to the construction and maintenance of the Winnipeg Police Service headquarters at 243 Smith St.

On July 6, 2018, I wrote to you advising we had received permission for a further extension from the Manitoba Ombudsman in order to review and evaluate the representations we received from one of the third parties.

Our search returned 5 responsive records, as follows (see further explanation for each below):

<table>
<thead>
<tr>
<th>Responsive Record</th>
<th>Access Decision</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement (23 Dec 2011) between the City and Adjeleian Allen Rubeli Limited for Professional Engineering Services Required by the City of Winnipeg Police Headquarters (Canada Post) Project (Bid Opportunity No. 852-2011)</td>
<td>Information is publicly available</td>
</tr>
<tr>
<td>Supplemental Agreement (08 Jun 2012) between the City and Adjeleian Allen Rubeli Limited for Professional Engineering Services Required by the City of Winnipeg Police Headquarters (Canada Post) Project (Bid Opportunity No. 852-2011)</td>
<td>Information is publicly available</td>
</tr>
<tr>
<td>Supplemental Agreement (18 Dec 2013) between the City and Adjeleian Allen Rubeli Limited for Professional Engineering Services Required by the City of Winnipeg Police Headquarters (Canada Post) Project (Bid Opportunity No. 852-2011)</td>
<td>Access is granted</td>
</tr>
<tr>
<td>Supplemental Agreement (01 Oct 2014) between the City and Adjeleian Allen Rubeli Limited for Professional Engineering Services Required by the City of Winnipeg Police Headquarters (Canada Post) Project (Bid Opportunity No. 852-2011)</td>
<td>Access is granted</td>
</tr>
<tr>
<td>Guaranteed Maximum Price Contract for the New Winnipeg Police Headquarters and Outdoor Shooting Range (18 Nov 2011) between the City and Caspian Project Inc. for Construction Management Services for the Design and Development of the Winnipeg Police Service Headquarters at 266 Graham Avenue (RFP No. 833-2010)</td>
<td>Access is refused</td>
</tr>
</tbody>
</table>
For the Adjeleian Allen Rubeli Limited (AAR) contracts, we located one agreement and 3 supplementary agreements. The agreement and the first supplementary agreement were already reviewed and access was granted in part in response to FIPPA 17 06 472. As this information is publicly available, an application for access under FIPPA is not required to access it. Please review the access decision letter for 17 06 472, which is available on the City’s website (Access and Privacy Office web page, Released Records August 2017, 17 06 472 https://www.winnipeg.ca/clerks/fippa/AccessToInfo-2017.stm#5). Our review of the second and third supplementary agreements with AAR demonstrated that section 18 did not apply and access to them is granted in full. A copy of all four of the responsive AAR records is enclosed.

For the Caspian Projects Inc. contract, we received written representations objecting to the disclosure of the records. After considering the representations, and all relevant circumstances, access to the Caspian Projects Inc. contract is refused in full on the basis of section 18(1)(b)(c). Section 18(1) is a mandatory exception intended to protect the business interests of third parties and, in this case, it is subsections (b) and (c) that the third party has raised as the rationale for a full refusal of disclosure:

**Disclosure harmful to a third party’s business interests**

18(1) The head of a public body shall refuse to disclose to an applicant information that would reveal

(b) commercial, financial, labour relations, scientific or technical information supplied to the public body by a third party, explicitly or implicitly, on a confidential basis and treated consistently as confidential information by the third party; or

(c) commercial, financial, labour relations, scientific or technical information the disclosure of which could reasonably be expected to

(i) harm the competitive position of a third party,

(ii) interfere with contractual or other negotiations of a third party,

(iii) result in significant financial loss or gain to a third party,

(iv) result in similar information no longer being supplied to the public body when it is in the public interest that similar information continue to be supplied, or

(v) reveal information supplied to, or the report of, an arbitrator, mediator, labour relations officer or other person or body appointed to resolve or inquire into a labour relations dispute.

Section 59(1) of the Act provides that you may make a complaint about this decision to the Manitoba Ombudsman. You have 60 days from the receipt of this letter to make a complaint on the prescribed form to the Manitoba Ombudsman (mail: 750-500 Portage Avenue, Winnipeg, MB, R3C 3X1; telephone: 204-982-9130 or 1-800-665-0531).

If you have any questions, please call me at (204) 986-3141.

Sincerely,

Denise Jones
Access and Privacy Coordinator
BETWEEN:

THE CITY OF WINNIPEG,

designated as "the City",

OF THE FIRST PART,

- and -

ADJELEIAN ALLEN RUBELI LIMITED,

designated as the "Contractor",

OF THE SECOND PART.

PROFESSIONAL ENGINEERING SERVICES REQUIRED
BY THE CITY OF WINNIPEG POLICE HEADQUARTERS
(CANADA POST) PROJECT
(BID OPPORTUNITY NO. 852-2011)

DATED: DECEMBER 23, 2011

THE CITY OF WINNIPEG
LEGAL SERVICES
3rd Floor, 185 King Street
Winnipeg, Manitoba
R3B 1J1

Lisa R. Rowswell, Solicitor/ma
THIS AGREEMENT made effective as of the 23rd day of December, 2011.

BETWEEN:

THE CITY OF WINNIPEG,

hereinafter called
the “City”,

OF THE FIRST PART,

- and -

ADJELEIAN ALLEN RUBELI LIMITED,

hereinafter called
the "Consultant",

OF THE SECOND PART.

WITNESSETH THAT:

The City and the Consultant mutually covenant and agree with each other as follows:

The Consultant will, at its own cost, charge and expense, furnish all and every kind of labour, machinery and other Plant, tools, materials and all things whatsoever necessary or proper for the purpose, and in a good, substantial and workmanlike manner, perform the following Services:

PROFESSIONAL ENGINEERING SERVICES REQUIRED
BY THE CITY OF WINNIPEG POLICE HEADQUARTERS
(CANADA POST) PROJECT
(BID OPPORTUNITY NO. 852-2011)

in accordance with this Agreement and the following schedules attached hereto:

Schedules:

“A” Proposal from Consultant dated March 1, 2012;
“B” Drawings produced by AECOM Canada Ltd. (“AECOM”) dated November 2, 2011 and referred to as the 100% drawings, as provided by the City to the Consultant on Feb 24, 2012, as follows:
<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CD – WPS Headquarters Technical Specs (Word Format)</td>
<td>Feb. 22/12</td>
</tr>
<tr>
<td>1</td>
<td>CD – WPS Headquarters AutoCAD Drawings and Support Files</td>
<td>Feb. 22/12</td>
</tr>
<tr>
<td>1</td>
<td>CD – WPS Headquarters Revit Files</td>
<td>Feb. 22/12</td>
</tr>
<tr>
<td>1</td>
<td>CD – WPS Headquarters – Architectural Cut Sheets</td>
<td>Feb. 22/12</td>
</tr>
<tr>
<td>1</td>
<td>CD – WPS Headquarters – Mechanical Equipment Schedules in Excel</td>
<td>Feb. 22/12</td>
</tr>
<tr>
<td>1</td>
<td>Binder – WPS Headquarters – Core &amp; Shell / Code Calculations/Reports</td>
<td>Feb. 22/12</td>
</tr>
<tr>
<td>1</td>
<td>Binder – WPS Headquarters – Structural Calculations, Volumes 1 to 3</td>
<td>Feb. 22/12</td>
</tr>
<tr>
<td>1</td>
<td>Binder – WPS Headquarters – Mechanical Miscellaneous Calculations</td>
<td>Feb. 22/12</td>
</tr>
<tr>
<td>1</td>
<td>Binder – WPS Headquarters – Hydronic W-H Heating Calculations</td>
<td>Feb. 22/12</td>
</tr>
<tr>
<td>1</td>
<td>Binder – WPS Headquarters – Underfloor Air Distribution Calculations</td>
<td>Feb. 22/12</td>
</tr>
<tr>
<td>1</td>
<td>Binder – WPS Headquarters – HAP Inputs and Outputs</td>
<td>Feb. 22/12</td>
</tr>
<tr>
<td>1</td>
<td>CD – WPS Firearms Training Facility – Technical Specs (Word Format)</td>
<td>Feb. 22/12</td>
</tr>
<tr>
<td>1</td>
<td>CD – WPS Firearms Training Facility – AutoCAD Drawings and Support Files</td>
<td>Feb. 22/12</td>
</tr>
<tr>
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<td>Feb. 22/12</td>
</tr>
<tr>
<td></td>
<td>Binder – WPS Firearms Training Facility – Structural, Mechanical, Electrical and Civil</td>
<td>Feb. 22/12</td>
</tr>
</tbody>
</table>

"C" General Conditions for Consultant Services (Revision 2010 10 01);

"D" Completion Status of AECOM Drawings;

"E" Program of Requirements as included on the attached CD;

"F" Additional information regarding the Project as referred to herein and included on the attached CD (same as CD as in Schedule "E").

2. The Schedules attached hereto and any other plans, drawings, specifications or provisions referred to in the Schedules, together with any further plans or drawings prepared or to be prepared for the purpose of the Services are hereby made and are to be read as part of this Agreement. Notwithstanding Section C2.6 of the General Conditions for Consultant Services, where any inconsistency occurs between any condition or provision herein contained and any condition or provision contained in any of the said Schedules, the said conditions or provisions will prevail in the following order:

(a) the conditions or provisions herein contained in the body of this Agreement, which may also be referred to as this Contract;
(b) the conditions or provisions contained in Schedule "A";
(c) the conditions or provisions contained in Schedule "D";
(d) the conditions or provisions contained in Schedule "B";
(e) the conditions or provisions contained in Schedule "E";
(f) the conditions or provisions contained in Schedule "C"; and,
(g) the information contained in Schedule "F".
Project Background and Scope

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

4. As a result, the Public Service negotiated an Agreement for Purchase and Sale of the Canada Post Building at 266 Graham Avenue. 266 Graham Avenue occupies 3 acres of land in the block bounded by Graham and St. Mary Avenues and Smith and Garry Streets.

5. The Canada Post Building is comprised of 3 components:
   
   (a) an 11 storey Office Tower, currently the Canada Post Divisional Office Tower (Office Tower); and
   
   (b) a four storey plant facility plus basement area, known as the Winnipeg Mail Processing Plant (WMPP); and
   
   (c) a five storey link between the WMPP and the Office Tower.

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

7. The Project as referenced throughout this Consultant Agreement is the redevelopment of 266 Graham Avenue for use as the Winnipeg Police Service Headquarters ("WPS HQ") and construction of an outdoor shooting range at Wyper Road in Winnipeg.

8. Information on the timing of the vacated spaces is available under the document, titled "Existing Lease Drawings" in Schedule F contained on the CD.

9. Design and Development in the Office Tower shall be coordinate with existing tenants.

10. The City has entered into a contract with AECOM Canada Ltd. ("AECOM") for planning, programming, design and development of the WPS Headquarters at 266 Graham Avenue and for planning, programming, design, development and contract administration services of the outdoor shooting range at Wyper Road, which facility is also referred to in the drawings and other documents as the "Firearms Training Facility".

11. The City has entered into a contract with Caspian Projects Inc. ("Caspian") for Construction Management Services for the Design and Development of the WPS Headquarters at 266 Graham Avenue and the outdoor shooting range at Wyper Road.
12. The scope of this Consultant Agreement is assistance with the contract administration services as they relate to the construction and development of the WPS Headquarters at 266 Graham Avenue.

13. The total budget for the Project is $155 million. The Project budget includes all hard and soft costs consisting of but not limited to:

   (a) construction costs;
   (b) contingency costs;
   (c) hazardous materials abatement; and
   (d) shooting range equipment.

14. The following are in the Project Scope and will be covered under separate budgets yet to be identified:

   (a) building, development and zoning permits;
   (b) window coverings;
   (c) moving, storage and/or handling of existing WPS equipment and files; and
   (d) removal of existing post office equipment.

15. The following information is available in Schedule F included on the CD:

   (a) Feasibility Study (document titled “Feasibility Study”);
   (b) AECOM presentation (folder titled “AECOM Reports” and inside that folder there are two files, being the AECOM presentations);
   (c) Drawings (folders are names of drawings);
   (d) Pre-Purchased Information which includes the Pinchin Environmental Ltd. Reports (document titled “Pinchin Report”).

16. The Project will be developed in accordance with the following stages:

   Stage 1   Outdoor Shooting Range – Currently under construction in a remote location on Wyper Road in Winnipeg. A “Program of Requirements for the Outdoor Shooting Range”, is included in Schedule E on the CD.

   Stage 2   Hazardous Material Abatement – A detailed hazardous material assessment has been completed by Pinchin Environmental Ltd. and is available in Schedule F on the CD, folder named “Pre-purchase information” containing an environment assessment and a Hazmat report). It will be the Consultant’s responsibility to identify isolated hazardous material abatement areas that should not be included under the Stage 2 work. These isolated areas should be incorporated in the work associated with Stage 3.
Stage 3  Existing Building Redevelopment for WPS – Other than the identified space in the Office Tower, which is not included as part of the WPS Headquarters Redevelopment Project, the remainder of the building will be renovated in accordance with the final Program of Requirements. A “Program of Requirements”, is included in Schedule E on the CD.

17. The City expects the following Critical Stages of the construction contract to be:
   (a) Outdoor Shooting Range - total performance – June 1, 2012;
   (b) Existing Building Redevelopment of 266 Graham Avenue for the WPS HQ - total performance – December 31, 2013.

18. Removal of all chattels and equipment which is not part of the base building operation systems and is not required for the WPS will be the responsibility of the City under separate contract.

19. The Consultant should assume that the areas to be renovated and occupied by the WPS shall include:
   (a) the entire WMPP;
   (b) the link between the WMPP and the Office Tower;
   (c) Office Tower Basement level;
   (d) Office Tower First floor;
   (e) Office Tower Main floor subject to existing leases; and
   (f) one additional floor in the Office Tower.

20. Hazardous Material Abatement shall be required in all areas, as identified in the Pinchin Report. It is anticipated that Hazardous Material Abatement (Stage 2) may also be required in other areas to facilitate the redevelopment of the areas outlined in clause 19.

21. Under the AECOM contract, referred to above, AECOM was to provide the following professional services for the Project:
   (a) Pre-Design
      • Facility Programming (confirmation/refinement of existing programs)
      • Space Relationships/Flow Diagrams
      • Project Development Scheduling
      • Project Budget Review
      • Authorities having Jurisdiction – Consulting / Review / Approval
      • Environmental Studies
      • Energy Studies / Modeling
      • Existing Facilities Surveys
      • Client-Supplied Data Coordination / Review
- Services Related to Project Management for its contract Presentations
- Review of Sustainable Design Goals
- Special Studies
- Re-Zoning Assistance
- Project Promotion
- Legal Survey
- Geotechnical Analysis
- others

(b) Schematic Design/Program of Requirements completion;
- Client-supplied Data Coordination
- Program and Budget Evaluation
- Review of Alternative Design Approaches
- Electronic Project / Document Management System for its contract
- Architectural Schematic Design
- Schematic Design Drawings and Documents
- Construction Cost Estimate
- Integrated Design Process
- Interior Design Concepts
- Special Studies (Future Facility alterations, Environmental Impact, etc.)
- Special Submissions or Promotional Presentations
- Special Models, Perspectives or Computer Presentations
- Project Management for its contract
- Authorities Having Jurisdiction – Consultation / Review / Approval
- Structural Design Concepts
- Mechanical Design Concepts
- Electrical Design Concepts
- Civil Design Concepts
- Landscape Design Concepts
- Data / Communication Design Concepts
- Security System Design Concepts
- Universal Design Concepts
- Others
- Instrumentation / Control Design Concepts

(c) Design and Specification Development;
- Client-supplied Data Coordination
- Design Coordination
- Architectural Design Development
• Design Development Drawings and Documents
• Client Consultation
• Interior Design Development
• Equipment and System Furniture Design Development
• Special Studies / Reports (Planning Tenant or Rental Spaces, etc.)
• Promotional Presentations
• Models, Perspectives or Computer Presentations
• Project Management, as it relates to its contract
• Authorities Having Jurisdiction Consultation
• Structural Design Development
• Mechanical Design Development
• Electrical Design Development
• Civil Engineering Design Development
• Landscape Design Development
• Data / Communications Design Development
• Security System Design Development
• Detailed Construction Cost Estimates (Class C) or Quantity Surveys to confirm budget
• Confirmation of Project Schedule
• Instrumentation / Control Design Development

(d) Contract Document Preparation;
• Client-supplied Data Coordination
• Design Coordination
• Design and Construction contract and Specification Documents
• Architectural Construction Drawings and Specifications
• Document Checking and Coordination
• Client Consultation
• Interior Construction Drawings and Specifications
• Alternative Bid Details and Special Bid Documents
• Project Management for this Consultant Contract
• Authorities Having Jurisdiction Consultation
• Structural Design and Construction Drawings and Specifications
• Mechanical Design and Construction Drawings and Specifications
• Electrical Design and Construction Drawings and Specifications
• Civil Engineering Design and Construction Drawings and Specifications
• Landscape Drawings and Specifications
• Data / Communication Drawings and Specifications
• Security Systems Drawings and Specifications
• Instrumentation / Control Drawings and Specifications

22. An independent commissioning agent will be utilized for this Project. "Commissioning Agent" means the person(s), under separate contract(s) undertaking the review of the design and commissioning of select facility systems.

Consultant Agreement - Scope of Services

23. The Consultant, together with its team of speciality sub-consultants, is to provide the following professional services pursuant to this Agreement ("the Services"): 

(a) Design Services:
   (i) Review AECOM design, calculation and documentation;
   (ii) Complete AECOM design as required to produce 100% drawings and specifications;
   (iii) Recertify and seal all drawings;
   (iv) Act as the Engineer-of-record with the City for periodic inspection and occupancy;
   (v) Lead the value engineering process to assist the City to achieve its budget, design and certify all revised drawings as required;
   (vi) All other necessarily incidental services required in order to complete the above five (5) items (i) to (v) and which may not have been completed by AECOM as detailed in clause 21.

(b) Procurement Process:
   • Client-supplied Data Coordination
   • Review requests for equals / alternates
   • Assist the City's designated Project Manager in any Bid Opportunity Documents, as required
   • Assist the City's designated Project Manager at Pre-Bid meetings and site tours, as required
   • Assist in bid evaluation
   • Client Consultation
   • Confirmation of Project Schedule

(c) Construction Services – assist the Project Manager, as required, with:
   • Review contractor Construction Schedule
   • Confirmation of Project Schedule
   • Construction Contract Administration
   • Construction Inspection and Review
   • Attendance at Site meetings
   • Attendance at Client meetings
   • Progress Reports / Evaluation
   • Interpretation of contract documents
Review of Shop Drawings, Product Data / Samples
Prepare and review proposed Change Notices and Change Orders
Review of Contractor PCN pricing
Substantial Performance Report and Certification
Client Consultation
As-Built Record Drawings
Authority Having Jurisdiction Consultation
Structural Inspection / Reports
Mechanical Inspection / Reports
Electrical Inspection / Reports
Civil Construction Inspection / Reports
Landscape Construction Inspection / Reports
Data / Communication Inspection / Reports
Security Systems Inspections / Reports
Coordination with Commissioning Agent(s)

(d) Post Construction Services – assist the Project Manager, as required, with:

- Project Inspection
- Deficiency Assessment
- Instructions for Correction of Deficiencies
- Review of Warranties
- Total Performance Inspection and Certification
- Client Consultation
- Start-up Assistance
- Coordination with Commissioning Agent(s)
- Warranty Inspections
- Provision of Operation and Maintenance Manuals

Changes

24. The City may, from time to time, require changes in the scope of the Services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendment to this Agreement.

Time Frame for Completion

25. Total Performance of the Services under this Consultant Agreement will be achieved two years after total performance of the existing Building Redevelopment for WPS scheduled as December, 2013, or as amended by the Project Manager, which amendment shall be in writing and form part of this Agreement.
Responsibilities of Consultant

26. The Services shall conform with the various conditions, provisions, requirements and covenants, whether express or implied, set out in this agreement and the Schedules.

27. Consultant is required to conduct its own due diligence in relation to all aspects of the Project and are responsible for carrying out, at their own cost, any independent investigations, surveys, and studies which they consider necessary or appropriate in this regard.

28. The draft program of requirements includes such specialty areas as: Emergency Dispatch (911), Forensic Lab, Shooting Range, Computer Data Centre, Arrest Processing and Detention Unit.


30. Several upgrades and repairs are recommended in the Shindico Realty Inc. report dated October 19, 2009 – Canada Post Feasibility Study for Winnipeg Police Service for the existing WMPP and Office Tower, which have been incorporated in the design already completed to date.

31. The Consultant will be required to make presentations at various stages of the Project.

32. The Consultant and any Subconsultant(s) for the major Services (architectural, structural, electrical and mechanical) proposed under this Agreement shall not be eligible to provide services under any other contracts associated with the development of the WPS Headquarters.

33. In order to effectively and efficiently manage the design/development of the Project, the Consultant will be required to develop and maintain a web-based Electronic Project / Document Management System, for this Consultant Agreement. This system will be required to track all drawings, and specifications. Various portions of the system shall be accessible to Project stakeholders, including the City’s Project Management team, Consultant team.

34. All data stored in accordance with clause 33, must remain in, and be stored only on servers residing in Canada.

35. The website must be accessible only with a defined URL address which is not searchable or accessible through normal search engines.

36. The Consultant shall inform the Project Manager of any deviation from any of the Program of Requirements. In addition, the Consultant shall provide a spreadsheet showing net room areas (i.e. based on inside room dimensions) in square metres of the "as programmed" room areas compared to the "as designed" room areas at both the preliminary and the pre-tender design
reviews. Written approval from the Project Manager is required for any change greater than +/-10% of the "as programmed" room areas.

37. Further to clause 36, the project must be designed to the requirements defined in the Program of Requirements and is not to exceed the designated construction budget and Project schedule without the written approval of the Project Manager.

38. Any drawings shall also be submitted in AutoCAD 2000 or later format. Drawing layering standards shall conform to American Institutes of Architects (A.I.A.) long format layering convention. The Consultant shall prepare and deliver to the Project Manager, one set of all drawings and specifications on electronic media (CD or DVD), hard copy and Adobe PDF format.

39. The City shall obtain from Caspian and provide to the Consultant four sets of instruction manuals each consisting of installation data, parts list, operating instruction and recommended maintenance procedures ("Operation and Maintenance Manuals"). The Operation and Maintenance Manuals shall be reviewed by the Consultant for accuracy and completeness and the Consultant’s findings reported to the City within ten (10) business days of receipt of the Operation and Maintenance Manuals from the City.

Consideration

40. Subject to the conditions contained in this Agreement, the total price to be paid by the City to the Consultant shall be:

-------------FOUR MILLION, FOUR HUNDRED THOUSAND DOLLARS-------------
--------------------------------------------------------------------------($4,400,000.00)--------------------------------------------------------------------------

(CANADIAN FUNDS)
(G.S.T. EXTRA, WHERE APPLICABLE)

41. This compensation includes all disbursements, including but not limited to, room and board and travel disbursements. Notwithstanding the foregoing, printing costs will be reimbursed at cost, within 30 days of receipt of an invoice for same and evidenced by a receipt.

42. Notwithstanding the foregoing, the total amount, which the City covenants to pay to the Consultant hereunder, shall be the sums certified by the Contract Administrator. Such sums shall be fixed and determined upon the basis of the prices for services and materials contained or referred to in the Schedules attached hereto and in accordance with the provisions of this Agreement. The total price paid by the City shall be the sole consideration for the covenants of the Consultant and shall be accepted by it in full satisfaction and payment of its whole claim under this Agreement.

43. Any payment made by the City to the Consultant 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 this Agreement.
Project Manager

44. In this Agreement, “Project Manager” shall mean, Dunmore Corporation, represented by Ossama A. AbouZeid, Ph.D., MBA.

45. If any person named in clause 44 above shall leave his or her position or if the position or office shall become vacant for any reason, the successor to the position or to his or her duties shall be deemed to be the Project Manager for the purposes of this Agreement.

Project Supervisor

46. Further to Section C7.1 of the General Conditions for Consultant Services the Consultant has appointed Pat Debuc as its Project Supervisor for the Project.

Insurance

47. Insurance

(a) The Consultant shall provide and maintain the following insurance coverage:

(i) Commercial General liability insurance, in the amount of at least two million dollars ($2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause (otherwise known as severability of interest), contractual liability, contingent employers liability (if not otherwise covered) to remain in place at all times during the performance of the Services;

(ii) Automobile liability insurance for owned and non-owned automobiles used for or in connection with the Services in the amount of at least two million dollars ($2,000,000.00) to remain in place at all times during the performance of the Services; such insurance may be met through the commercial general liability cover where applicable;

(iii) Professional errors and omissions insurance, in an amount not less than $10,000,000 per claim subject to a minimum $10,000,000 aggregate. Professional errors and omissions insurance coverage shall include an extended reporting period of not less than 24 months from Completion of the Service.

(b) Subconsultants involved in the Project shall provide and maintain professional errors and omissions insurance, in an amount not less than $2,000,000 per claim subject to a minimum $2,000,000 aggregate. Professional errors and omissions insurance coverage shall include an extended reporting period of not less than 24 months from Total Performance of the Service.
(c) The Consultant/Subconsultants shall not cancel, or cause any such policy or policies to lapse without a minimum thirty (30) days prior written notice to the City.

(d) The Consultant/Subconsultants shall provide written notice to the City of Winnipeg of any material changes to their policies within thirty (30) days of the change taking effect.

(e) All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

(f) The Consultant/Subconsultants shall be responsible for the payment of all premiums and deductible amounts relating to the insurance policies.

(g) Certificates of Insurance shall be provided to the City on an annual basis. In the case of occurrence based policies the Consultant/Subconsultants shall ensure that insurance is maintained, at the minimum, from the inception of the Contract until Services are fully complete; or in the case of claims made policies expiry of any warranty, or other agreed to period, whichever is longer.

(h) The City shall have the right to alter the limits and/or coverages as reasonably required from time to time, provided that the City shall give the Consultant reasonable notice and shall request reasonable change.

(i) The City shall have the right to receive or review certified copies of the policies if requested.

(j) The Consultant shall provide the Project Manager with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Service, but in no event later than the date specified in C4.1 for the return of the executed Contract.

Security Clearance

48. The City will conduct a Level Two Security Clearance Check, for any individual proposed to perform Services under this Agreement.

49. The Consultant shall provide the Project Manager with a list of individuals proposed to perform Services upon execution of this Agreement or in the case of additional or replacement individuals during the term of this Agreement, at least thirty (30) Calendar Days before each individual is proposed to commence Services.

50. Each individual or Consultant proposed to perform Services 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).
   (i) Photocopies of the identification must be legible, signed as true copies and witnessed by the Consultant's Project Supervisor.

(f) A completed Form P-608: Security Clearance Check authorization form.
   (i) Signature of Witness shall be signed by the Consultant's Project Supervisor.

51. Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess upon execution of this Agreement or in the case of additional or replacement individuals during the term of this Agreement, at least thirty (30) Calendar Days before each individual is proposed to commence Services.

52. Any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Services under this Agreement.

53. 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.

54. Each individual performing Services shall provide identification upon entry to the Winnipeg Police facility to verify they have received a Level Two security clearance.
55. Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check. Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Services.

56. 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

57. Upon execution of this Consultant Agreement the Consultant shall provide the Project Manager with the following for his approval:
   (a) evidence of the insurance specified in clause 47;
   (b) the security clearances specified in clauses 48 to 56.

Notices

58. Further to Section C15 of the General Conditions for Consultant Services, any communication sent to the City’s Project Manager or the Consultant’s Project Supervisor may be sent to the following:

**City’s Project Manager:**
Dunmore Corporation
123 Waterhouse Bay
Winnipeg, Manitoba R3R 2N6

Attn: Ossama A. AbouZeid
Contract Administrator
of WPS HQ Project

Fax #: (204) 895-3258
Email: o_abouzeid@mymts.net

**With a copy to:**
The City of Winnipeg
210-266 Graham Avenue
Winnipeg, Manitoba R3C 0K2

Attn: Inspector Randall Benoit,
City Internal Manager
of WPS HQ Project

Fax #: (204) 986-6326
Email: rbenoit@winnipeg.ca

**Consultant’s Project Supervisor:**
Adjeleian Allen Rubeli Limited
Consulting Engineers
75 Albert Street, Suite 1005
Ottawa, Ontario K1P 5E7

Attention: Peter Chang

Fax #: (613) 230-8916
Email: pchang@aar.on.ca
Claims, actions, proceedings

59. The Consultant covenants to assume, pay and discharge all sums of money payable for and in respect of all claims, actions, proceedings, assessments or awards for loss, damages or compensation (whether at common law, under The Workers Compensation Act, or any other statute or otherwise) arising out of or in any way connected with the execution or non-execution or the Services, and to reimburse the City for all payments made by it in settlement of any such claims or proceedings unless the same be shown not to have been made by the City in good faith.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, in the manner appropriate to each, as of the day and year first above written.

THE CITY OF WINNEPEG

Per: [Signature]

Chief Financial Officer
I have authority to bind The City of Winnipeg

Signed and Delivered in the presence of:

[Signature]

Witness (if no corporate seal)

[Print name & address of witness]

Adjeleian Allen Rubeli Limited,

[Signature]

(signature of authorized officer)

(Print name and Title)

Witness (if no corporate seal)

[Print name & address of witness]

We have authority to bind Adjeleian Allen Rubeli Limited

Approved:

[Signature]

Director of Planning, Property & Development

Approved:

[Signature]

Chief of Police

Certified as to Contract Details:

[Signature]

Project Manager

Approved as to Form:

[Signature]

for Director of Legal Services/City Solicitor

V:\CONTRACT\Winnipeg Police Headquarters\Adjeleian Allen Rubeli (#852-2011)(WPS) Dec 23 11 (Indent Execution - April 16 12)\rr.doc
Schedule A

Proposal from Consultant dated March 1, 2012

5368-00
2012-03-01-085388 /
March 1, 2012

Dunmore Corporation
123 Waterhouse Bay
Winnipeg, Manitoba
R3R 2N6

Attention: Ossama AbouZeid

Dear Ossama

Re: Winnipeg Police Services Headquarters Project
AAR Fee Proposal For Completion of Design & Contract Administration
Our Reference No. 5368-00

18(1)(b)(c)(i)
Dunmore Corporation
Page 3 of 5

- 18(1)(b)(c)(i)

[Redacted text]

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[Redacted text]

[Redacted text]

[Redacted text]

[Redacted text]
Yours truly,

ADJELEIAN ALLEN RUBELI LIMITED

[Signature]

Peter Chang

CC:
Randy Benoit, Winnipeg Police Services
Schedules B, E & F

See information on CD/DVD included with Contract
Schedule B, ERP of Contract Dated Dec 23, 2011, Between
The City of Winnipeg &
Agreement Allen Rural Ltd
Professional Engineering, Etc.
for Law 206A Project
Bid Opportunity 2011-2011
Schedule C

General Conditions for Consultant Services (Revision 2010 10 01)

gc-consultantse...
GENERAL CONDITIONS FOR CONSULTANT SERVICES

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GENERAL CONDITIONS FOR CONSULTANT SERVICES

C1. DEFINITIONS

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

(a) "Acceptance" means:
   (i) when in reference to a Proposal, a Letter of Intent sent by the Chief Administrative Officer or his/her delegated authority notifying the Consultant that a contract for Services is being awarded to the Consultant; or
   (ii) when in reference to Services provided by the Consultant to the City, a letter of acceptance of the particular report, recommendation, program project or totally completed project, or other related matter proposed by the Consultant requiring acceptance, endorsement, confirmation or other appropriate form of approval or consent from the Project Manager prior to continuance by the Consultant of the previously agreed upon Services or the conclusion of same;

(b) "Allowable Disbursements" means the cost of out of town travel and related meals and accommodations, specialized software, rental rates for specialized equipment, drilling, sampling, laboratory testing and any other out-of-pocket expenses, excluding normal overhead, directly related to Services provided. Overhead shall include any items included in day to day operations and shall include, but not be limited to, computer costs, communication costs, digital photography, administrative fees and items incidental to the Services, except as provided herein, and is expressly excluded;

(c) "Award Authority" means the authority having the jurisdiction to award the Contract according to the City's by-laws, policies or procedures;

(d) "Bidding Procedures" means the portion of the Request for Proposal by that name which sets out the terms and conditions governing the Offer, and a reference to a section, clause or subclause with the prefix "B" designates a section, clause or subclause in that portion of the Request for Proposal;

(e) "Business Day" means any Calendar Day, other than a Saturday, Sunday or statutory or civic holiday;

(f) "C" designates a section, clause or subclause in these General Conditions;

(g) "Calendar Day" means the period from one midnight to the following midnight;

(h) "Change in Services" or "Scope Change" means an addition, deletion or modification to the Services as described in the Contract and which have been approved by the Project Manager;

(i) "Chief Administrative Officer" means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;

(j) "City" means The City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 1989-90, c.10, and any subsequent amendments thereto;

(k) "City Solicitor" means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;

(l) "Consultant" means the Person undertaking the performance of Services under the terms of the Contract;

(m) "Consultant Representative" means the Consultant's representative throughout the duration of the Contract who has the authority to act on behalf of the Consultant to the extent expressly provided for in this Contract;

(n) "Contract" means the combined documents consisting of either:
   (i) all documents which form the basis of the formal contract which shall be deemed to include these General Conditions, Request for Proposal, Schedule of Prices, Time
Schedule, Consultant Services Proposal, Consultant's Statement of Qualifications, Letter of Intent, and all schedules, attachments and amendments to the aforementioned documents; or

(ii) the Purchase Order prepared and forwarded to the Consultant which shall be deemed to include these General Conditions, Request for Proposal, Schedule of Prices, Time Schedule, Consultant Services Proposal, Consultant's Statement of Qualifications, Letter of Intent, and all schedules, attachments and amendments to the aforementioned documents;

(o) "Contract Price" means the price agreed upon for Services and any adjustments thereto which may be required or agreed to pursuant to the Contract;

(p) "contractor" is any party or parties, other than the Consultant, contracting with the City for work associated with the Project;

(q) "Cost Plus Fee" means a fee for Services where the Consultant is paid for its total cost associated with carrying out the Services of the Contract, plus a stated percentage for profit;

(r) "Council" means the Council of The City of Winnipeg;

(s) "Deliverables" means all reports, drawings, calculations, designs, plans, leading practices, specifications, and other data, information and all material utilized, collected, compiled, drawn and produced (including digital files) to carry out Services contemplated in this Contract;

(t) "Drawings" means drawings, diagrams, illustrations, schedules, performance charts, technical brochures and other data, digital or otherwise, which are to be created or provided by the Consultant and/or Subconsultant;

(u) "Final Total Construction Cost" means the cost to the City for work associated with the Project, as applicable, including such sums as are paid to the various contractors and approved additions thereto, provided that the following shall not be included:

(i) Goods and Services tax (GST);

(ii) Manitoba Retail Sales Tax (MRST or PST)

(iii) administration, interest charges, management and legal costs incurred by the City;

(iv) fees paid by the City for soil borings and material testing;

(v) the cost of installation or relocation of public utilities or other works when the installation or relocation is not designed and administered by the Consultant;

(vi) cost of acquisition of real property or any interest therein;

(vii) professional fees and payment to the Consultant;

(viii) settlements of dispute resolutions; and

(ix) any additional costs incurred due to Consultant errors and omissions.

(v) "Fixed Fee" means a fee or fees for Services based on the defined Scope of Services, regardless of the time, effort or resources expended by the Consultant and/or its Subconsultants;

(w) "Hourly Rate" means direct salary cost plus provision for statutory holidays, vacations with pay, employment insurance, health, medical and accidental insurance, group life insurance, Canada Pension Plan, Company Pension Plan, sick leave allowance, compensation and overhead and shall apply to all hours that are billed in performance of the Services;

(x) "Letter of Intent" means the letter sent by the Chief Administrative Officer or his/her delegated authority notifying the Consultant that a contract for Services has been awarded to the Consultant;
(y) “Manager of Materials” means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;

(z) “may” indicates an allowable action or feature which will not be evaluated;

(aa) “must” or “shall” indicates a mandatory requirement which will be evaluated on a pass/fail basis;

(bb) “Party” means The City of Winnipeg, the Consultant or both The City of Winnipeg and the Consultant;

(cc) “Percentage Based Fee” means a fee for Services based upon a percentage of the estimated Final Total Construction Cost;

(dd) “Person” means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;

(ee) “Project” shall refer to the project described in the Scope of Services;

(ff) “Project Manager” means the City's representative throughout the duration of the Contract who has the authority to act on behalf of the City to the extent expressly provided for in this Contract;

(gg) “Proponent” means any Person or Persons submitting a Proposal for Services;

(hh) “Proposal” means the offer contained in the Proposal Submission;

(ii) “Proposal Submission” or “Submission” means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;

(jj) “Request for Proposal (RFP)” means the Proposal Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, and all Addenda;

(kk) “Services” means carrying out and doing of all things of every kind, either expressly or impliedly required, that are to be done by the Consultant in accordance with the terms of this Contract and Appendices and Schedules attached hereto and includes all Services, testing, analysis, equipment, matters and things necessary for or incidental to the fulfilment of the requirements of the Contract, and all Changes in Services which may be approved as herein provided;

(ll) “Set-off” means the City deducting monies owed by the Consultant to the City from payment(s) due by the City to the Consultant.

(mm) “should” indicates a desirable action or feature which will be evaluated on a relative scale;

(nn) “Site” means the lands and other places, including structures, on, under, in or through which the Service is applicable to but does not include a Consultant's Facility;

(oo) “Subconsultant” means a person contracting with the Consultant to perform a part or parts of the Services to be provided by the Consultant pursuant to the Contract;

(pp) “Submission Deadline” means the time and date set out in the Bidding Procedures for final receipt of Proposals;

(qq) “Supplemental Conditions” means the portion of the Bid Opportunity/RFP/Contract by that name which sets out terms and conditions specific to the Contract and supplements or modiﬁes the General Conditions;

(rr) “Termination Expenses” means expenses incurred by the Consultant which are directly attributable to termination of the Services;
(ss) "Time-Based Fee" means a fee for Services charged at an Hourly Rate to an upset limit for Services where the effort to accomplish the Scope of Services cannot be specified prior to executing the Contract;

(tt) "Total Performance" means that the entire Services have been completed in accordance with the requirements of the Contract and upon determination of the Project Manager.

C2. INTERPRETATION

C2.1 The provisions of this Contract shall supersede all previous agreements, arrangements or understandings, whether written or oral, between the City and the Consultant in connection with and incidental to the Services, and it is agreed that this Contract constitutes the sole and entire Contract between the City and the Consultant relating to the Services, and no other terms, conditions, representations, covenants or warranties, whether expressed or implied, shall form a part hereof.

C2.2 Where the Consultant consists of more than one Person, the liability to perform the Services herein contained to be performed by the Consultant shall be joint and several.

C2.3 The Contract has been entered into in the Province of Manitoba and shall be governed by and construed, performed and enforced according to the laws of the Province of Manitoba and of Canada, as applicable, and is subject to the exclusive jurisdiction of the Courts of Manitoba.

C2.4 Headings, titles and marginal notes in this Contract are inserted for convenience of reference only and shall not be used as explanatory of the clauses or paragraphs below or opposite which they appear.

C2.5 If there is any conflict or inconsistency between portions of the Contract, the following order of precedence shall apply:

(a) the executed agreement between the City and Consultant shall govern over all schedules or other documents forming part of the Contract;
(b) the Letter of Intent shall govern over the Proposal;
(c) the Proposal shall govern over the Supplemental Conditions;
(d) the Supplemental Conditions shall govern over the General Conditions;
(e) the General Conditions shall govern over Specifications;
(f) Specifications of a later date shall govern over Specifications of an earlier date;

C2.6 The City and the Consultant acknowledge and agree that the Consultant is an independent Consultant and neither the Consultant, nor any officer, servant or agent of the Consultant, shall be deemed to be an employee, agent, representative or servant of the City.

C2.7 Any provision of the Contract may be waived only by express waiver in writing by the Project Manager. No express waiver of any provision shall imply the waiver of any other provision. The waiver by any Party of the strict observance or performance of any term of this Contract or of any breach of it on the part of any Party shall not be held or deemed to be a waiver of any subsequent failure to observe or perform the same or any other term of this Contract.

C2.8 All obligations under this Contract that necessarily extend beyond termination of this Contract in order to fully achieve their intended purpose shall survive termination of this Contract, including without limiting the generality of the foregoing, all indemnification provisions, intellectual property provisions, and confidentiality provisions.
C3. DECLARATIONS

Investigation

C3.1 The Consultant declares that, in submitting a Proposal for the Services and in entering into the Contract, it:

(a) has investigated the nature of Services to be done and all conditions that might affect its Proposal or its performance of the Services; or

(b) has not investigated the nature of Services to be done or conditions;

and, in either event, assumes all risk for conditions now existing or arising in the course of the Services which have been or could have been determined through such investigation, and that it 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 which specifically states it may be relied on for or in connection with the Proposal or the Contract by the Project Manager.

No Conflict

C3.2 The Consultant hereby declares that this Contract is entered into in good faith on the part of the Consultant, that no member of City Council, administrative or financial officer, director or any other officer of the City has any pecuniary interest, direct or indirect, in this Contract or any other agreement or part of an agreement, contract or commission made pursuant to this Contract or to any benefit to arise therefrom, and agrees that it shall forfeit all claims for payment or otherwise under this Contract if it shall appear that any member of City Council, administrative or financial officer, director or any other officer of the City is at any time interested therein or if any interest therein is given or agreed to be given to it and as well shall refund to the City any monies paid to the Consultant by the City under this Contract.

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

C4. EXECUTION OF CONTRACT

C4.1 Where a formal contract is provided for as set out in C1.1(n)(i), the Consultant shall execute the Contract in the manner stipulated by the City Solicitor and return the Contract, within seven (7) Calendar Days of receipt of the Contract, to the attention of the City Solicitor at the address indicated in C15.4.

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

C5. AUTHORITY OF PROJECT MANAGER

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

C5.2 The Project Manager shall provide the Consultant with any information, plans and specifications regarding existing or proposed activities or works relevant to the Services to be performed, which the City has in its possession, or has reasonable access to, and documents relating to the Project, except insofar as the Consultant is expressly instructed by the Project Manager to furnish same under the terms hereof.
C5.2.1 The City does not represent or warrant the accuracy or completeness of the said information, except as specifically stated it can be relied on as set out in C3.1, and the Consultant shall so determine and rectify any errors or omissions therein.

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

C5.3.1 Acceptance provided by the Project Manager does not relieve the Consultant of its professional responsibility for errors and omissions.

C5.4 The Project Manager may give instructions or orders to the Consultant to the extent necessary to ensure that the Services are performed in an orderly manner and meet the requirements of the Contract.

C5.5 The Project Manager may order the Consultant to remove any individual employed or retained by the Consultant or a Subconsultant in the performance of the Services, who the Project Manager determines is incompetent, negligent or guilty of misconduct.

C5.6 The Project Manager shall determine whether Total Performance is achieved and shall certify the date thereof.

C6. PROJECT MANAGER'S DECISION

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

C7. CONSULTANT’S SERVICES AND RESPONSIBILITIES

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

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

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

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

C7.5 The Consultant, if requested in writing to do so by the Project Manager, shall make any required changes in the Project notwithstanding his/her previous approval and the Consultant shall
advise the Project Manager of any effect on the time schedule, budget and other implications of the changes.

C7.5.1 However, nothing done by the Consultant to remedy design errors or other deficiencies attributable to shortcomings of the Consultant, including persons consulted, employed or supervised by it, shall entitle it to additional fees.

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

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

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

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

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

C7.11 The Consultant shall have the duty to coordinate the Services to be performed by the Consultant, Subconsultants, contractors, and the City's own forces throughout the Project.

C7.12 The Consultant shall keep the Project Manager fully advised and informed during each stage of the Project.

C7.13 The Consultant's status reports shall be made at the times and in the manner as required by the Project Manager, consistent with the Contract.

C7.14 The Consultant shall keep and maintain accurate time sheets and cost invoice records of its Services performed under this Contract including Services performed on its behalf by any Subconsultant and, when required, shall make such material available for inspection and audit by the Project Manager. The Consultant shall keep and preserve the said material for a period of at least six (6) years following Total Performance or termination of its Services under this Contract.

C7.15 The Consultant shall ensure that the Services comply with all relevant federal, provincial and municipal legislation, codes, bylaws and regulations. Where there are two or more laws, by-laws, regulations or codes applicable to the Services, the most restrictive shall apply.

C7.16 The Consultant and all professional individuals conducting Services pursuant to the Contract shall be members in good standing with the applicable professional association in the Province of Manitoba.

C7.17 The Consultant shall obtain and pay for all necessary permits or licences required for the execution of the Services.

C7.18 Any Project identification signs proposed for the Site must be approved by the Project Manager.

C7.19 If the Consultant performs the Services contrary to any laws, by-laws, regulations, codes and orders of any authority having jurisdiction, the Consultant shall be responsible for and shall correct any violations thereof and shall bear all resulting costs, expenses and damages.
C7.20 In the event the Consultant fails to comply with any legislation or any regulations thereunder and the City is required to do anything or take any steps or pay any sums to rectify such non-compliance, the City may set-off the cost of such rectifications from any monies owed to the Consultant. Any such set-off is not to be construed as liquidated damages.

C7.21 Drawings and specifications shall be issued in metric notation unless directed otherwise.

C8. CHANGES IN SERVICES

General

C8.1 The City shall have the right to order a Change in Services at any time after award of the Contract.

C8.2 If, at any time after award of the Contract, the Consultant is of the opinion that a Change in Service is necessary to accomplish the result intended by the Contract, it shall promptly provide notice thereof to the Project Manager, including:

(a) the reason for the proposed Change in Services;
(b) a detailed description of the proposed Change in Services;
(c) the Consultant’s proposed method(s) to determine the adjustment, if any, to the Contract.

C8.2.1 Without limiting the generality of C8.2, if the Consultant observes:

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

the Consultant shall immediately notify the Project Manager.

C8.3 The Project Manager shall determine whether a Change in Services is necessary and whether a corresponding adjustment to the Contract is required.

C8.3.1 If the Project Manager determines that no Change in Services is necessary, he/she will issue a notice stating his/her determination.

C8.3.2 If the Project Manager determines that a Change in Services is necessary but no corresponding adjustment to the Contract is required, he/she will issue a notice approving the Change in Services and stating his/her determination.

C8.3.3 If the Project Manager determines that a Change in Services is necessary, which requires a corresponding adjustment to the Contract, and he/she is able to determine such adjustment based on the available information, he/she shall issue a notice approving the Change in Services and stating his/her determination regarding the method(s) to be used to determine the adjustment to the Contract.

C8.3.4 If the Project Manager determines that a Change in Services is necessary, which requires a corresponding adjustment to the Contract, and he/she requires further information to determine such adjustment, he/she shall issue a notice stating his/her determination and requiring the Consultant to submit the Consultant’s proposed method(s) to determine the adjustment to the Contract, and upon receipt and evaluation of such information, he/she shall issue a notice in accordance with C8.3.3.
Valuation of a Change in Services

C8.4 The adjustment in Contract resulting from a Change in Services 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 Services to the Consultant plus a fixed fee;

C8.4.1 For the purposes of C8.4(c), “actual cost” on any portion of the Change in Services undertaken by the Consultant’s own forces shall mean the Hourly Rate based on employee classification multiplied by the hours worked and any other payments made by the Consultant with the prior approval of the Project Manager that are necessary for the performance of the Change in Services.

C8.4.2 For the purposes of C8.4(c), “actual cost” on any portion of the Change in Services undertaken by a Subconsultant shall mean the amount invoiced by the Subconsultant and paid by the Consultant, net of any discounts and excluding any late payment interest or penalties.

C8.5 If a Change in Services diminishes the Services, or any part thereof, resulting in costs incurred by the Consultant, directly attributable to the diminution, for which it would not be entitled to payment on a unit price basis, the Consultant shall be compensated therefor by the City in the sum or sums determined by the Project Manager.

C8.5.1 No claim may be made for damages on the ground of loss of anticipated profit on Services so diminished.

C8.6 If the method of valuation or measurement or the adjustment to the Contract cannot be promptly agreed upon and the Project Manager requires the Change in Services to proceed, then the Project Manager will determine the method of valuation and measurement and the adjustment to the Contract. The Project Manager shall issue a notice approving the Change in Services and setting out the method of valuation, measurement, and any approved adjustments to the Contract.

C8.7 If the Consultant disputes a determination made by the Project Manager, the Consultant shall act in accordance with the Project Manager’s determination. Notwithstanding the foregoing, the Consultant may appeal the determination of the Project Manager to the Chief Administrative Officer as provided for in C15.3.

Cost Records

C8.8 If a valuation is required pursuant to C8.4 or C8.5, the Consultant shall provide the Project Manager with:
(a) detailed and accurate statements showing:
   (i) Hourly Rate of pay and hours of work for each of the persons employed by the Consultant; and
   (ii) Allowable Disbursements.
(b) access to any cost records (including payroll records, time books and invoices) or other data necessary to verify the accuracy of such statements.

C9. INTELLECTUAL PROPERTY

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

C9.1.1 For greater clarity, any disclaimer that is included in or on any Deliverable to limit the use
by the City of such Deliverable, as provided for under this agreement, shall have no force
and effect and will not alter the terms of this Agreement, unless the terms of that disclaimer
are expressly agreed to by both parties in writing as an amendment to this Agreement.

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

C9.3 Without prejudice to any rights which may exist in the City by virtue of any prerogative rights
and powers or by virtue of the Copyright Act of Canada, as amended from time to time, the
Consultant assigns all present and future rights in the copyright in the Deliverables absolutely
and immediately to the City. Furthermore, the City or any third party granted a right through
the City, may use the Deliverables or any part thereof for, or apply it to, other studies or projects
without the Consultant's consent and without any payment or compensation whatsoever. If the
City or any third party granted a right through the City elects to so use or apply the Deliverables
to another project, it does so at its own risk and the Consultant shall not be liable in any way for
such other use or application or any adverse consequences flowing therefrom.

C9.4 The Consultant expressly waives any claim to moral rights, as provided for in the law of
copyright, over the Deliverables or any part thereof, created by the Consultant, and the
Consultant shall ensure that any agent or employee of the Consultant shall have waived all
moral rights, as provided for in the law of copyright, over the Deliverables or any part thereof.

C9.5 All concepts, products or processes produced by or resulting from the Services rendered by the
Consultant in connection with the Project, or which are otherwise developed or first reduced to
practise by the Consultant in the performance of Services, and which are patentable, capable of
trademark or otherwise, shall be the property of the City.

C9.6 The Consultant shall have a permanent, non-exclusive, royalty-free licence to use any concept,
product or process, which is patentable, capable of trademark or otherwise, produced by or
resulting from the Services rendered by the Consultant in connection with the Project, for the life
of the Project, and for no other purpose or project.

C9.7 The Consultant shall not infringe any copyright, trademark, patent, industrial design, trade
secret, moral or other proprietary right of a third party and shall indemnify the City from all
claims arising out of such an infringement.

C9.8 If the City or the Consultant is served with a claim or notice of an infringement or alleged
infringement of any patent, copyright, trademark or trade name, the Party so served shall
immediately give notice thereof to the other Party.

C9.9 The Consultant shall assist the City in every reasonable way to secure, maintain and defend for
the City's benefit all copyrights, patent rights, trade secret rights and other proprietary rights in
and to the Deliverables.

C9.10 If the City or the Consultant is prevented by injunction from using any design, device, material or
process covered by letters patent, copyright, trademark or trade name, the Consultant shall, at
its own cost, substitute an equally suitable design, device, material or process, all subject to the prior approval of the Project Manager.

Confidentiality and Ownership of Information

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

C9.12 The Contract, all Deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City. The Consultant shall not disclose or appropriate to its own use or promotional material, or to the use of any third party, all or any part thereof without the prior written consent of the Project Manager.

C9.12.1 Further to C9.12 and in accordance with C9.4, the Consultant expressly waives any claim to moral rights, as provided for in the law of copyright.

C9.13 The Consultant shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Project Manager.

C9.14 The Consultant hereby agrees to execute such other documentation as may be reasonably requested by the City to evidence their respective intellectual property rights in and to the Deliverables.

C10. TERMS OF PAYMENT

C10.1 The City shall pay the Consultant, as consideration for the execution of the Services as follows:

(a) Fixed Fees shall be paid in accordance with the Contract;
(b) Time Based Fees shall be paid for Services actually performed and based on the Hourly Rate and the hours actually worked to a maximum of the amount stipulated in the Contract;
(c) Percentage Based Fees shall be calculated by multiplying the appropriate percentage stipulated in the Contract with the applicable Final Total Construction Cost. Where Services are reimbursed on a Percentage Based Fee basis, the Percentage Fee should be all-inclusive except as specifically excluded as an Allowable Disbursement;
(d) Cost Plus Fees.

C10.1.1 The Goods and Services Tax shall be applied to all Services.

C10.2 Additional Services shall be paid in accordance with the method described for those Services authorized in writing by the Project Manager.

C10.3 The City shall pay the Consultant, as consideration for Allowable Disbursements described herein, the actual cost of the disbursement to the Consultant, with no administrative mark-ups.

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

C10.6 The City shall withhold from any and all payments of fees such amounts in respect of non-resident withholding taxes as it may be required to withhold under the terms of the Income Tax Act (Canada) or the terms of any International Tax Convention and shall remit same as required pursuant thereto.

Payment of Fees and Allowable Disbursements

C10.7 Invoices shall clearly identify:
(a) the billing period;
(b) Fixed Fees - statement of fees for Services rendered in accordance with the Contract;
(c) Time Based Fees - personnel names, hours charged, Hourly Rate and total cost for time based Services for the billing period;
(d) Percentage Based Fees - percentage of Services completed for the billing period based on the estimated Final Total Construction Cost;
(e) Cost Plus Fees
(f) tabulation of Allowable Disbursements by category with proof of purchase or expenditure for Allowable Disbursements within the billing period; and
(g) a summary table identifying approved budgets, billing period charges and total cumulative charges for each category of Services consistent with the Proposal.

C10.8 Invoices shall be submitted and paid in Canadian Funds.

C10.9 Invoices from non-Canadian Consultants must clearly identify labour and expenses for Services performed in Canada separate from Services performed outside of Canada. Labour performed in Canada and unsupported expenses (expenses with no receipts) will be assessed Non Resident Withholding Tax unless a Waiver has been obtained from Canada Revenue.

C10.10 No payment will be made for charges exceeding an agreed to budget or resulting from a revision to the method of payment for any category of Services unless approved in writing by the Project Manager.

C10.11 The Consultant agrees that Allowable Disbursements shall not exceed the maximums stated within the Contract unless approved in writing by the Project Manager. The Consultant shall obtain the written consent of the Project Manager prior to incurring any disbursements not previously identified in the Contract.

C10.12 The City shall endeavour to make payment in Canadian funds to the Consultant within thirty (30) Calendar Days after receipt and approval of the Consultant's invoice.

C10.13 It is understood by the City and agreed by the Consultant that the fees are only payable when the Services have been performed to the satisfaction of the Project Manager and any partial payment in respect of a phase or part of a phase is not to be deemed a waiver of the City's rights of set-off at law under this Contract for costs or expenses arising from default or the negligence of the Consultant.
C10.14 The City may, at its option, pay the Consultant by direct deposit to the Consultant’s banking institution.

C11. FORCE MAJEURE/SUSPENSION

C11.1 Either Party shall not be liable to the other Party for any loss, damage or other claim whatsoever, including direct or indirect losses, loss of profits, or compensation for any inconvenience, nuisance or discomfort, arising out of a force majeure as defined below, or if either Party is prevented from having access to and/or from the premises arising out of a force majeure as defined below, provided that the Party claiming a force majeure hereunder shall promptly notify the other specifying the cause and probable duration of the delay. In the case of a continuing delay, only one claim for an extension shall be necessary.

C11.2 “Force majeure” means any circumstances beyond the reasonable control of the affected Party and not caused by its default or act of commission or omission and not avoidable by the exercise of reasonable effort or foresight by such Party. Without restricting the generality of the foregoing, force majeure shall include any one or more of the following: any act of God; embargo, confiscation, acts or restraints of governments or public authorities; wars, sabotage, act of public enemy or riot; strikes, slow-downs, lockouts or other labour or employee interruptions or disturbances, whether involving employees of that Party or of any other person over which that Party has no reasonable control; explosion, fire, radioactive contamination, flood or natural disaster. Lack of finances shall in no event be deemed to be a cause beyond a Party’s reasonable control.

C11.3 The performance of any obligation suspended or delayed due to force majeure shall resume as soon as reasonably possible after the force majeure ends and the work schedule shall be adjusted by a period of time equal to the time lost due to such delays.

C12. INDEMNITY

C12.1 The Consultant shall use due care in the performance of the obligations under this Contract to ensure no person is injured, no property is damaged or lost, and no rights are infringed.

C12.2 The Consultant shall indemnify and save harmless the City from and against all claims, losses, damages, costs, expenses and fees, actions and other proceedings made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury, infringement or damage arising from any negligent act, defect, error or omission of the Consultant, its servants or agents or persons for whom it has assumed responsibility, including Subconsultants, in the performance or purported performance of this Contract to a maximum of the Contract Price or two million dollars, whichever is greater.

C12.3 Subject to C12.4, the City has the right, acting reasonably and upon notice to the Consultant, to settle any such action, proceeding, claim or demand and charge the Consultant with the amount so paid or to be paid in effecting a settlement.

C12.4 The City and the Consultant agree that the applicable insurer will have a priority right to defend insured claims. Within fourteen (14) Calendar Days after the date on which the insurer is provided with a copy of the notice of claim, the insurer must advise the City and the Consultant if it intends to exercise its priority right to defend the claim.

C12.5 In the event that the claim is settled by the insurer, all costs incurred in effecting the settlement are the responsibility of the Consultant and not the City.

C12.6 In the event that the claim is unsuccessfully defended, either in whole or in part, then the City may charge the Consultant with the amount to be paid to satisfy the judgment or order.
C12.7 The Consultant shall pay to the City the value of all reasonable legal fees and disbursements required to settle any such claim or to defend the City against any such action, proceeding, claim or demand, notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City.

C12.8 If the Consultant fails to make any payment required to be made to the City pursuant to the foregoing, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Consultant under the Contract and/or take whatever other remedies against the Consultant that the City may have at law.

C13. DEFAULT, SUSPENSION AND TERMINATION

C13.1 An event of default will be deemed to have occurred if the Consultant:

(a) discontinues providing the Services; or
(b) is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of its creditors, or has a receiver or liquidator appointed in respect of its assets; or
(c) is not performing or has not been performing the Services, or any part thereof in the City's best interests, in a competent and workmanlike manner and in all respects in strict conformity with the Contract; or
(d) is not progressing continuously with the Services or any part thereof, and in such a manner as to ensure the completion of the Services or any part thereof, in accordance with the time schedule referred to herein; or
(e) fails to comply with any laws, by-laws or statutory regulations; or
(f) fails to submit any schedules, documents or information required by the Project Manager; or
(g) refuses or neglects to comply with an order given by the Project Manager; or
(h) commits any other breach of this Contract.

C13.2 If in the opinion of the Project Manager an event of default has occurred, the City may by written notice require the default to be corrected. If within thirty (30) Calendar Days after receipt of such notice by the Consultant, such default has not been corrected, the City may do any one or more of the following:

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

C13.3 In the event of an emergency, as a result of the default, the City reserves the right to remedy the default as necessary.

C13.3.1 Additional costs incurred as a result of such remedy, shall be considered as set out in C13.9.

C13.4 In addition, the City shall have the right to terminate this Contract due to a lengthy suspension or interruption of the Project as a consequence of a Force Majeure.

C13.5 In addition, the City shall have the right to terminate this Contract for any reason whatsoever upon giving thirty (30) Calendar Days prior written notice to the Consultant.
C13.6 Upon receipt of written notice of termination of this Contract, the Consultant shall perform no further services other than those reasonably necessary to close out its Services and pursuant to instructions provided by the Project Manager.

C13.7 In the event that the City terminates this Contract as provided in C13.2, the City shall, upon completion of close out Services pursuant to C13.6, pay the Consultant only for the cost of the Services rendered and disbursements incurred by the Consultant in accordance with the terms of this Contract and remaining unpaid as of the effective date of such termination.

C13.8 In the event that the City terminates this Contract as provided in C13.4 and C13.5, the City shall, upon completion of close out Services pursuant to C13.6, pay the Consultant for the cost of the Services rendered and disbursements incurred by the Consultant pursuant to the terms of this Contract and remaining unpaid as of the effective date of such termination, plus the Consultant's reasonable Termination Expenses as defined in C1.1(n).

Set-Off

C13.9 It is expressly understood and agreed that the City shall reserve a right of set-off for any default by the Consultant arising from the termination of this Contract, in addition to any other remedies that it may have at law.

C14. SUCCESSORS AND ASSIGNMENT

C14.1 This Contract shall inure to the benefit of and be binding upon the parties hereto and upon their respective successors and permitted assigns.

C14.2 The Consultant shall not, without first obtaining the prior written approval of the Project Manager, assign this Contract or any payments thereunder.

C14.3 Further to C7.9, if the Consultant proposes to engage a Subconsultant for any portion(s) of the Project, then the following information must be provided to the Project Manager, for his/her prior approval:

(a) the name and address of the Subconsultant;
(b) the services to be undertaken by the Subconsultant and how these relate to the Services of the Consultant;
(c) the personnel of the Subconsultant along with their qualifications who will perform the Services; and
(d) the fee of the Subconsultant for performing the Services.

C14.4 Should the Consultant, upon obtaining the written consent of the Project Manager, enter into any Sub-Contract, the Consultant shall ensure that the new Subconsultant agrees in writing that all Services done by the Subconsultant shall be subject in all respects to the provisions of this Contract.

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

C15. NOTICES

C15.1 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.
C15.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in C15.3 or C15.4, or elsewhere in the Contract, shall be sent to the attention of the Project Manager.

C15.3 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

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

C15.4 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Legal Services
Attn: City Solicitor
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

C15.4.1 Either party may, by giving notice, designate another address or addresses at which it will accept delivery of notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications.

C15.4.2 Delivery to the Consultant’s designated supervisor at the Site shall constitute delivery to the Consultant.

C15.5 Any notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications given as provided herein shall:
(a) if delivered by hand, be deemed to have been received on the day of receipt;
(b) if delivered by facsimile transmission, be deemed to have been received on the day of transmission, if a Business Day, or if not a Business Day, on the Business Day next following the day of transmission; and
(c) if delivered by mail, be deemed to have been received on the second Business Day on which mail is delivered by Canada Post following the date of mailing.

C16. ARBITRATION

C16.1 If, at any time during the term or this Contract, any dispute, difference or question shall arise between the City and the Consultant regarding the Services, then every such dispute, difference or question may, with the consent of both the City Solicitor, on behalf of the City, and the Consultant, be referred to arbitration.

C16.2 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.

C16.3 The Other Party shall reply to the request within seven (7) Calendar Days of receiving same.
C16.4 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.

C16.5 If the Other Party accepts the Requesting Party's Nominee, the dispute, difference or question shall be promptly referred to him/her.

C16.6 If the Other Party rejects the Requesting Party's Nominee, it shall, within seven (7) Calendar Days of rejection, appoint its own arbitrator.

C16.7 The Requesting Party shall, within seven (7) Calendar Days of receiving the Other Party's rejection, appoint its own arbitrator.

C16.8 The arbitrators appointed under the foregoing sub-clauses C16.6 and C16.7 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.

C16.9 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.

C16.10 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.

C16.11 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.

C16.12 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.

C16.13 The duties and obligations imposed upon the Consultant by the Contract and the rights and remedies available to the City hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Consultant or available to the City at law.

C16.14 The determination that any provision of this Contract is invalid or unenforceable shall not invalidate this Contract. If any court of appropriate jurisdiction deems any provisions hereof unenforceable, such provision shall be modified only to the extent necessary to render it enforceable and this Contract shall be valid and enforceable and the parties hereto agree to be bound by and perform same as thus modified.

C16.15 This Contract may be modified by the parties hereto only by mutual agreement in writing and executed by both parties.
Schedule D

Completion Status of AECOM Drawings

The following is deemed to be a fair assessment of the completeness of the WPS HQ drawings and specifications:

- Architectural – 85%
- Structural – 85%
- Mechanical – 50%
- Electrical – 50%

The drawings for the outdoor shooting range, also referred to as the WPS Firearms Training facility, are considered 100% complete.
NAME OF EMPLOYER & BUSINESS
ADDRESS:

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

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

EMPLOYEE INFORMATION

LAST NAME: ___________________________ GIVEN NAMES: ___________________________

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

☐ MALE  ☐ FEMALE

DATE OF BIRTH: ______/_____/______

BIRTH PLACE: ___________________________

ADDRESS: ___________________________ CITY: ___________________________

PROVINCE: ___________________________ RESIDENTIAL PHONE: ___________________________

AUTHORIZATION

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

Signature of Witness

☐ This personal information will be collected pursuant to The Freedom of Information and Protection of Privacy Act

C.C.S. MCF175

(title, name, phone number of person who) can answer

questions about the collection of this information.

________________________________________

Signature of Applicant

Date:

RESULT OF CHECK:

Winnipeg Police Service - For Office Use Only

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

_______ AN OUTSTANDING CRIMINAL CHARGE AWAITING COURT DISPOSITION WAS ASSOCIATED TO A SUBJECT WITH THE SAME NAME AND DATE OF

BIRTH.

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

PROCESSED BY: ___________________________

Clerk  WPS#  Date

P-608 08 04 09
THIS AGREEMENT made in duplicate as of the 8th day of June, 2012.

BETWEEN:

THE CITY OF WINNIPEG,
hereinafter called "the City",

OF THE FIRST PART,

- and -

ADJELEIAN ALLEN RUBELI LIMITED,
(hereinafter called "the Contractor"),

OF THE SECOND PART.

BEING SUPPLEMENTAL to an Agreement made between The City of Winnipeg and Adjeleian Allen Rubeli Limited Services dated December 23rd, 2011 (hereinafter referred to as the "Principal Agreement");

AND WHEREAS the said Principal Agreement was for Professional Engineering Services required by The City of Winnipeg Police Headquarters (Canada Post) Project, Bid Opportunity No. 852-2011 for the term December 23, 2011 – December 31, 2013, in accordance with the terms, conditions and covenants in the said Principal Agreement;

AND WHEREAS both the City and the Contractor desire to modify the Principal Agreement on the terms hereinafter stated;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

1. Section 23 of the Principal Agreement is hereby modified to add the following services to the Contractor’s Scope of Services:

(e) Henry Hagenaars Services:

- Assist with defining the project’s objectives and oversee quality control from a Winnipeg Police Service ("WPS") perspective
- Assist the Project Director in the planning, execution, and finalization of the WPS Headquarters project
- Assist internal stakeholders in identifying their needs through the formulation of the owner’s Program of Requirements
- Participate in and contribute to the schematic design of new police facilities to ensure adherence to the owner’s Program of Requirements
- Work with the design and construction teams to ensure all elements of the program, from such things as fire/life safety/security systems to office space blocking, are included in the final product and conform to C.A.L.E.A standards and provincial legislation
2. Section 40 of the Principal Agreement is hereby modified to add the following:

Plus an additional One Hundred and Fifty Thousand Dollars —— $150,000.00 ——
Canadian funds, G.S.T. extra, for the services added as Section 23 (e), payable
in twenty (20) monthly increments of $7,500, May 2012 to December 2013.

3. Section 41 of the Principal Agreement is hereby modified to add the following:

Materials and special equipment for Henry Hagenaars: use of a desk, computer
and printing facility in the project office, and cell phone previously provided to
Henry Hagenaars by the City, will be provided by the City during the term of the
Principal Agreement, at no cost to the Contractor.

4. In all other respects the Principal Agreement is hereby ratified and confirmed.

IN WITNESS WHEREOF the parties hereto have executed this agreement by the
proper officers on their behalf as of the day and year first above written.

THE CITY OF WINNIPEG

Per: [Signature]

Chief Financial Officer
I have authority to bind The City of Winnipeg

ADJELEIAN ALLEN RUBELI LIMITED

Per: [Signature]

Peter Chang, Principal
I have authority to bind Adjeleian Allen Rubeli Limited

Approved:

[Signature]

Chief of Police

Certified as to Contract Details:

[Signature]

Project Manager

Approved as to Form:

[Signature]

for Director of Legal Services and
City Solicitor
THIS AGREEMENT made in duplicate as of the 18th day of December, 2013.

BETWEEN:

THE CITY OF WINNIPEG,
hereinafter called "the City",

OF THE FIRST PART,

- and -

ADJELEIAN ALLEN RUBELI LIMITED,
hereinafter called "the Contractor",

OF THE SECOND PART.

BEING SUPPLEMENTAL to an Agreement made between The City of Winnipeg and Adjeleian Allen Rubeli Limited Services dated December 23rd, 2011 (hereinafter referred to as the "Principal Agreement");

AND WHEREAS the said Principal Agreement was for Professional Engineering Services required by The City of Winnipeg Police Headquarters (Canada Post) Project, Bid Opportunity No. 852-2011 for the term December 23, 2011 – December 31, 2013, in accordance with the terms, conditions and covenants in the said Principal Agreement;

AND WHEREAS on December 18, 2013 the Chief Financial Officer approved an extension of the Principal Agreement;

AND WHEREAS both the City and the Contractor desire to modify the Principal Agreement on the terms hereinafter stated;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

1. Section 23 of the Principal Agreement, Consultant Agreement - Scope of Services, is hereby modified to delete Section (e) Henry Hagenaars Services, from the Contractor’s Scope of Services, effective January 1, 2014.

2. Further to Section 23 of the Principal Agreement, Consultant Agreement - Scope of Services, the parties agree that the following Services are included within the Consultant’s Services:

Wyper Road Outdoor Shooting Range:

- Although the design was completed by AECOM and the construction commenced under the supervision of AECOM, the Consultant will provide any engineering work or advice required during the construction phase to ensure the Project will be delivered as designed. Please note that the final design for the building was completed by GRC Architects Inc. working as a sub-
consultant under AAR and the final design for the civil works was completed by Genivar Inc. as a sub-consultant/contractor under Caspian Projects Inc.

- The Consultant will extend the scope of contract administration services for the WPS HQ to include Wyper Road Outdoor Shooting Range project, commencing from AECOM’s departure date.
- For clarity, the above points cover periodic site visits; issuance of Site Inspections (SI) and Certified Change Notification (CCN) as required; review and approval of CCN’s cost; review and approval of the monthly billing; issuance of interim and Final Occupancy inspections/certificates; and year end warranty inspections.

WPS HQ – Furniture, Fixtures and Equipment (FF&E):

- The FF&E is an integral part of the Consultant’s contract administration services. The expenditure however is to be initiated and authorized by WPS HQ Project Director. As such, the Consultant will assist the City in establishing the specifications, selecting the equipment, incorporating the relevant data in the construction drawings including hookup information, reviewing the quotes in response to Request for Quotes and assisting the City in selecting and awarding the best value offer. Please note the exception to this is the modular furniture lay out. Due to the effort, the consultation process, inventory review and the skill set needed, this would be an additional to the Consultant’s Services.

Attendance in Winnipeg:

- For greater clarity, the parties agree that the following trips will be included in the Services:
  
a. January 2014 – 2 trips each for the Consultant’s sub-consultant, GRC Architects Inc. represented by Patrick Dubuc, (herein referred to as “Patrick” or “GRC”), and the Consultant, represented by Peter Chang (herein referred to as “Peter” or “AAR”) – 4 trips
b. February 2014 - 2 trips each for Patrick & Peter – 4 trips
c. March 2014 - 2 trips each for Patrick & Peter – 4 trips
d. April 2014 - AAR and GRC will be on site the week of April 7 and GRC will be on site the week of April 21 – 3 trips
e. May 2014 - GRC will be on site the week of May 5. Both AAR and GRC will be on site at the end of May – 3 trips
f. June 2014 – AAR and GRC will be on site the last week of the month to review “substantial completion” – 2 trips
g. July 2014 - AAR and GRC will be on site the last week of the month to review “final completion” – 2 trips
h. Sept/Oct 2014 - AAR and GRC will be on site to review deficiencies to ensure they have been rectified with the Project Director. Exact date to be confirmed with the Project Director, hoped to coincide with official opening of WPSHQ - 2 trips
3. Section 25 of the Principal Agreement, Time Frame for Completion, is deleted and replaced with the following:

**Time Frame for Completion**

25. Total Performance of the Services under this Consultant Agreement will be achieved two years after total performance of the Existing Building Redevelopment for WPS scheduled as July 31, 2014, or as amended by the Project Manager, which amendment shall be in writing and form part of this Agreement. Specific Services as detailed within Section 23 will continue as necessary and in accordance with the stage of completion of construction or post-construction of the Existing Building Redevelopment for WPS and the Wyper Road Outdoor Shooting Range, as the case may be.

4. Section 40 of the Principal Agreement, as amended, is hereby modified to add the following:

Plus an additional Four Hundred and Seventy Thousand Dollars -- $470,000.00 - Canadian funds, G.S.T. extra, for the Services which are the subject of this Supplemental Agreement, payable as follows:

- January 31, 2014 $100,000 + GST
- February 28, 2014 $100,000 + GST
- March 31, 2014 $100,000 + GST
- April 30, 2014 $46,000 + GST
- May 31, 2014 $40,000 + GST
- June 30, 2014 $40,000 + GST
- July 31, 2014 $40,000 + GST
- November 30, 2014 $4,000 + GST

Any additional trips to Winnipeg above the 26 trips, as detailed in Section 2, will be negotiated between the parties, with availability dependent upon the Consultant’s, and its sub-consultant’s, commitment to other projects in their respective offices. For budget purposes and assuming a two week notice period, $5500/trip per person for a minimum two working-day trip, can be used, which will include all travel costs and two days on site.

5. Section 44 of the Principal Agreement, Project Manager, is hereby modified to delete “Dunmore Corporation represented by Ossama A. AbouZeid, Ph.D., MBA” and replace with “Iain Day, Project Manager, Winnipeg Police Services Headquarters Project”.

6. Section 58 of the Principal Agreement, Notices, is hereby modified to delete out the entire “with a copy to” portion and also to replace the City’s Project Manager, with the following:
City's Project Manager:

Iain Day  
Project Manager / Project Director  
Winnipeg Police Services Headquarters Project  
4th Floor – 185 King Street  
Winnipeg, Manitoba  
R3B 1J1

Phone: (204) 794-4039  
Fax: (204) 986-6326  
Email: iday@winnipeg.ca

7. In all other respects the Principal Agreement is hereby ratified and confirmed.

IN WITNESS WHEREOF the parties hereto have executed this agreement by the proper officers on their behalf as of the day and year first above written.

THE CITY OF WINNIPEG

Per: [Signature]  
Chief Financial Officer  
I have authority to bind The City of Winnipeg

Signed and Delivered in the presence of:

[Signature]  
Witness (if no corporate seal)  
Name: Aziz  
Print name & address of witness

[Signature]  
Director of Planning, Property & Development

ADJELEIAN ALLEN RUBELI LIMITED

Per: [Signature]  
Peter Chang, Principal  
I have authority to bind Adjeleian Allen Rubeli Limited

Certified as to Contract Details:  
Iain Day  
Project Manager / Project Director

Approved as to legal form:  
[Signature]  
for Director of Legal Services and City Solicitor

Rowswell, Lisa

From: Rowswell, Lisa
Sent: Wednesday, October 01, 2014 11:47 AM
To: Rowswell, Lisa
Subject: FW: WPS HQ AAR Agreement  Bid Opportunity No. 952-2011 — Finance No. 196-12

THIS EMAIL WILL SERVE AS A SUPPLEMENTAL AGREEMENT ON THE ADJELEIAN ALLEN RUBELI LIMITED CONTRACT (952-2011) related to the WPS HQ Project

From: Day, Iain
Sent: Wednesday, October 01, 2014 10:57 AM
To: 'Peter Chang' (pchang@aar.on.ca)
Cc: 'Patrick Dubuc'; Rowswell, Lisa; Anderson, Annie
Subject: WPS HQ AAR Agreement - Bid Opportunity No. 952-2011 — Finance No. 196-12

Hello Peter,
The following is intended to summarize approval of the two additional meetings for the WPS HQ project. Further to the Principal Agreement of December 23, 2011, between the City of Winnipeg and Adjeleian Allen Rubeli Limited (AAR) for professional engineering services and the Supplemental Agreement of December 18, 2013, this email is to confirm that the amount of $18,000.00 (plus PST and GST) for additional engineering services has been approved by the Chief Financial Officer (CFO) on September 24, 2014. CFO approval is required in order to increase the amount of the supplemental agreement with AAR by $18,000 (plus PST and GST).

As outlined in Section 4 of the Supplemental Agreement, Section 40 of the Principal Agreement was modified to allow for additional trips as follows:

"Any additional trips to Winnipeg above the 26 trips, as detailed in Section 2, will be negotiated between the parties, with availability dependent upon the Consultant’s, and its sub-consultant’s, commitment to other projects in their respective offices. For budget purposes and assuming a two week notice period, $5500/trip per person for a minimum two working-day trip, can be used, which will include all travel costs and two days on site. In the supplemental agreement, we had anticipated achieving Substantial Completion (and Interim Occupancy) by the end of June and Total Completion by the end of July."

Two additional meetings were required in August (August 19 for two people) and one in September (September 8 for one person) due to a slippage in the construction schedule caused by the project failing the Life Safety test. The Life Safety re-inspection was successfully completed on July 29, 2014 followed by the Final Inspection meeting on August 19, 2014. The Final Inspection was required before the Interim Occupancy permit (and Substantial Completion) could be applied for. However, the application for Interim Occupancy was not submitted due to the severe weather event (rain deluge) of August 21, 2014 two days after the Final Inspection! Having assessed the impact of the water damage, the application for the Interim Occupancy permit has recently been submitted.

Regards
Iain

Project Director
WPS HQ Project
City of Winnipeg
Rm. 203 – 266 Graham Av.
Winnipeg, MB
mobile: (204) 794-4039