



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 554-2014

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR
TRANSCONA CENTENNIAL INDOOR POOL REDEVELOPMENT PROJECT - PHASE II -
1101 WABASHA STREET**

Proposals shall be submitted to:

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

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR TRANSCONA CENTENNIAL INDOOR POOL REDEVELOPMENT PROJECT - PHASE II - 1101 WABASHA STREET

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 10, 2014.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Project Manager or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

- B3.1 The Project Manager or an authorized representative will conduct a Site Investigation tour of the Transcona Centennial Indoor Pool located at 1101 Wabasha Street on:
- (a) Tuesday, June 24, at 10:00 a.m. Winnipeg time.
- B3.1.1 Proponents are requested to register for the Site Investigation by contacting the Project Manager identified in D2.
- B3.2 Although attendance at the Site Investigations is not mandatory, the City strongly suggests that Proponents attend.
- B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Site Investigation unless that information or interpretation is the Proponent's direct observation, or is provided by the Project Manager in writing.

B4. ENQUIRIES

- B4.1 All enquiries shall be directed to the Project Manager identified in D2.
- B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal (RFP), or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B4.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the RFP will be provided by the Project Manager to all Proponents by issuing an addendum.
- B4.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the RFP will be provided by the Project Manager only to the Proponent who made the enquiry.
- B4.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.

B4.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Project Manager in writing.

B5. CONFIDENTIALITY

B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Project Manager. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

B6. ADDENDA

B6.1 The Project Manager may, at any time prior to the Submission Deadline, issue Addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B6.2 The Project Manager will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.2.2 The Bidder is responsible for ensuring that it has received all Addenda and is advised to check the Materials Management Division website for Addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. PROPOSAL SUBMISSION

B7.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal (Section A) in accordance with B8;
- (b) Fees (Section B) in accordance with B9;

B7.2 The Proposal should also consist of the following components:

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B10;
- (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
- (c) Project Understanding and Methodology (Section E) in accordance with B12; and
- (d) Project Schedule (Section F) in accordance with B13.

B7.3 Further to B7.1, all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

- B7.5 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and six (6) copies (copies can be in any size format) for sections identified in B7.1 and B7.2.
- B7.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should be presented in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B7.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.10 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.11 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL (SECTION A)

- B8.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;

- (d) if the Proponent is carrying on business under a name other than its own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. FEES (SECTION B)

B9.1 The Proposal shall include a Fixed Fee for all disciplines and/or phases identified in D4 Scope of Services.

B9.2 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B9.2.1 The City will not consider an adjustment to the Fees based on changes in the Project budget or the Final Total Construction Cost.

B9.3 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B9.4 The Fee Proposal shall also include an allowance for Allowable Disbursements as defined in C1.1(b), but shall exclude the costs of any materials testing, soils and hazardous materials investigation during construction.

B9.5 Notwithstanding C10.1, Fees submitted shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.6 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing programming; design, management of construction and contract administration services on up to three projects of similar complexity, scope and value.

B10.2 For each project listed in B10.1(a), the Proponent should submit:

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

B10.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subconsultants.

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B11.1 Describe your approach to overall team formation and coordination of team members.

B11.1.1 Include an organizational chart for the Project.

B11.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and construction, and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.

B11.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:

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

B12. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B12.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B12.2 Methodology should be presented in accordance with the Scope of Services identified in D4.

B12.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B12.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the team's understanding of the urban design issues;
- (c) the proposed Project construction budget;
- (d) the City's Project methodology with respect to the information provided within this RFP; and
- (e) any other issue that conveys your team's understanding of the Project requirements.

B12.5 For each person identified in B11.2, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

B13. PROJECT SCHEDULE (SECTION F)

B13.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B13.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B14. QUALIFICATION

B14.1 The Proponent shall:

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

B14.2 The Proponent and any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

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

B14.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for the programming; design, management of construction and contract administration for architectural and/or engineering projects of similar complexity, scope and value; and to those required for this Project; and
- (b) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have the knowledge and resources to administer the requirements of The Workplace Safety and Health Act (Manitoba) during the construction works associated with this Contract; and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

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

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

B15. ELIGIBILITY

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>.

B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential. However, the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its submission upon written request to the Project Manager.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B16.1 Proposals will not be opened publicly.

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

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

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

B17. IRREVOCABLE OFFER

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Services until a Contract for the Services has been duly executed as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

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

B18.1.1 The time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

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

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

B19. INTERVIEWS

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

B20. NEGOTIATIONS

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

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

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

B21. EVALUATION OF PROPOSALS

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

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subconsultants, if any, pursuant to B14: (pass/fail)
- (c) Fees; (Section B) 40%
- (d) Experience of Proponent and Subconsultants; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 15%
- (f) Project Understanding and Methodology (Section E) 15%
- (g) Project Schedule (Section F) 10%

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B21.4 Further to B21.1(c), Fees will be evaluated based on Fees submitted in accordance with B9.

B21.5 Further to B21.1(d), Experience of Proponent and Subconsultants will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested.

B21.6 Further to B21.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity.

B21.7 Further to B21.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization.

- B21.8 Further to B21.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project.
- B21.9 Notwithstanding B21.1(d) to B21.1(g), where Proponents fail to provide a response to B7.2(a) to B7.2(d), the score of zero may be assigned to the incomplete part of the response.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
 - (b) the prices are materially in excess of the prices received for similar services in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Services, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B22.4 The City may, at its discretion, award the Contract in phases.
- B22.5 Notwithstanding Paragraph 6 of Form A: Proposal and C4, the City will issue a Letter of Intent to the successful Bidder in lieu of execution of a Contract.
- B22.5.1 The Contract documents as defined in C1.1(n)(ii) in their entirety shall be deemed to be incorporated in and to form a part of the Letter of Intent notwithstanding that they are not necessarily attached to or accompany said Letter of Intent.
- B22.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B22.6 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B22.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Consultant Services* (Revision 2010-10-01) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm.
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Consultant Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. PROJECT MANAGER

D2.1 The Project Manager is:

John Atkinson

Email: jatkinson@winnipeg.ca

Telephone No. 204 794-4418

Facsimile No. 204 986-7311

D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D2.3 Proposal Submissions must be submitted to the address in B7.10

D3. BACKGROUND – EXISTING BUILDING AND PROJECT PHASES OF WORK

D3.1 The Transcona Centennial Pool is located at 1101 Wabasha Street. It is surrounded by the Roland Michener Indoor Arena to the north, a baseball field on the west and single family residences on the east. The parking lot across the street to the east serves the Pool.

D3.2 The zoning of 1101 Wabasha Street is PR3 – Parks and Recreation. This district is intended for sites that include major recreation facilities and parks that are a regional destination. These sites may include major recreational facilities, aquatic leisure centres, regional parks sports multiplexes and athletic field developments. Parking facilities ranging from 100 to 300 stalls may be associated with these uses.

D3.3 The minimum setbacks according to the City of Winnipeg Zoning By-law No. 200/2006 are: Minimum Front Yard (Ft.): 20; Minimum Rear Yard (Ft.): 25; Minimum Side Yard (Ft.): 10.

D3.4 The Consultant Team of I x I architecture inc. was retained by Municipal Accommodations Division and prepared a Feasibility Study of Transcona Centennial Pool for Phases II and III of the project on May 9, 2014 - (Refer to APPENDIX C). The City of Winnipeg personnel provided input to the consulting team regarding the building. The City provided original design drawings dated March 31, 1967, to assist in developing the Feasibility Study – (Refer to APPENDIX D). The Report focused on the architectural assessment of those portions of the building that will be renovated.

D3.5 The building envelope and roof structure were not part of the assessment process and are assumed to be in good condition. A hazardous materials survey did not form part of the assessment Report. *Phase III of the project will not form part of this RFP No. 554-2014 due to limited funding sources at this time.*

D3.6 The Consultant Team of McGowan Russell Group was retained by City of Winnipeg Urban Design Division and prepared the RFP No. 344-2014 for the Design and Construction of the Transcona Centennial Outdoor Aquatics Park (Phase I) of the project. Refer to RFP No. 344-2014 for the Design and Construction of the Transcona Centennial Outdoor Aquatics Park which closed on June 4, 2014, and all documentation can be viewed by opening the following hyperlink <http://winnipeg.ca/finance/findata/matmgt/bidres/Past/2014.asp>). *The design and costing for Phases I and III identified in D3.4 and D3.5 work is outside the Scope of Work for*

this RFP No. 554-2014. However significant building upgrades are required for this development to occur to the outdoor aquatics park/pool, including upgrades to the electrical system for the building; physical space required for the mechanical equipment associated with the exterior pool improvements; and the required increase with washroom/shower count associated with new bather load.

- D3.7 To view the original Site Plan, Main Floor Plan, Basement Floor Plan and original Structural Drawings of the facility (March 31, 1967), refer to APPENDIX D.
- D3.8 The Transcona Centennial Pool was built in 1967 as a Centennial Project. The main floor is approximately 8,500 sq. feet and houses a 2,550 sq. foot pool that serves the Transcona community and surrounding area. The interior walls are concrete block and the ceiling is finished with a sound absorptive ceiling panel which does not appear to be original to the building. All the amenity spaces in the building are associated with the pool, including the change facilities, washrooms and staff associated areas.
- D3.9 The original architectural drawings dated March 31, 1967 do not show the current area of female washroom, staff room and pool storage as constructed in 1967. The portion of the building labelled as staff lockers, chlorine storage and work shop was constructed as an addition in 1976. The storage to the northwest of the pool deck was constructed in 1977. This garage is also accessible to the Roland Michener Indoor Arena to the north.
- D3.10 The facility has a 1,400 sq. foot basement that houses the mechanical and electrical equipment for the facility. A crawlspace runs around the perimeter of the pool that houses the heating, ventilation and air conditioning (HVAC) which is concealed in the exterior wall.
- D3.11 The existing roof structure consists of glulam beams with wood decking that is exposed to the underside. The walls are typically constructed of 8" or 10" painted concrete block. Typically, the exterior walls are clad in a 4" masonry veneer. The masonry for the building additions completed in 1976 and 1977 do not match the original masonry of the building.
- D3.12 *Lobby* – The lobby size/space, located at the east end of the building, will not be sufficient for an increase in capacity of occupants anticipated to attend the facility with the increased programming in Phase I and Phase II. The reception desk does not meet current barrier free standards.
- D3.13 *Changing Facilities* – The male and female change rooms house washroom facilities, locker changing areas, hair drying areas and shower stalls. The female change room also has three private change booths. The washrooms, showers, corridors and entrances does not meet current National Building Code requirements for barrier free access. The change rooms are constructed of concrete block, tile flooring and exposed wood ceiling.
- D3.14 *Public Washrooms* – The washrooms do not meet current National Building Code requirements for Barrier Free access.
- D3.15 *Instructor Guard Office* – The Instructor guard area allows staff to monitor the pool area. The space is accessible from the pool deck area and has windows to the pool deck allowing the guard opportunity to monitor the pool deck. A small kitchenette complete with fridge is also in this space. A washroom and shower is also located off the space.
- D3.16 *Staff Locker Area* – The locker area has an area for the lockers and room for miscellaneous storage. There is a washroom and shower off the space.
- D3.17 *Workshop (Office)* – this area functions as an office for City personnel. It was recommended that any renovation should consider maintaining a room for this use.
- D3.18 *Chlorine Room and Storage Area* – These rooms are required for the basic functions of the pool. These spaces are required and if any modifications are proposed in this area, the space will be required to be replaced with a space of equal size and similar relationship to the pool.

- D3.19 *Storage Room* – There is a storage room located in the northwest corner of the building. This portion of the building was built in 1977 and is also connected to the Roland Michener Arena. This area houses storage cabinets for chemicals as well as a storage space for equipment.
- D3.20 *Basement* – The 1,400 square foot basement sits under a portion of the change room facilities. The room houses the mechanical and electrical equipment for the building and indoor pool. The space is accessed via two stairs, one that enters from the interior of the building and one that leads directly outside. It would be recommended that both stairs lead directly to an exterior exit in case of fire. It appears that one stairwell wall was modified to move equipment down to the basement.
- D3.21 *Sauna* – The City of Winnipeg indicated that the sauna is fully operational.
- D3.22 The project will be carried out for the City of Winnipeg under the direction of the Planning, Property and Development Department in cooperation with the Community Services Department.
- D3.23 The Phase II Project shall include newly renovated and additional square footage to the facility and will be universally accessible. The City of Winnipeg and Province of Manitoba's Green Building Policy: New City-Owned Buildings and Major Additions, shall be used as a guideline and sustainable measures shall be implemented where feasible (Refer to APPENDIX B).
- D3.24 The total project budget is **\$2.0M (\$2,000,000.00)**, which will include all construction costs, construction contingencies, consultant fees, disbursement fees and applicable taxes.

D4. SCOPE OF SERVICES

- D4.1 The Services required under this Contract shall consist of Professional Consulting Services for the Transcona Centennial Indoor Pool redevelopment project (Phase II) in accordance with the following:
- (a) Pre-Design;
 - (b) Schematic Design/Program of Requirements completion;
 - (c) Design and Specification Development;
 - (d) Contract Document Preparation;
 - (e) Procurement Process;
 - (f) Construction Services;
 - (g) Post Construction Services.
 - (h) Open House Consultation (minimum one); and
 - (i) Cost Consultant (Class 'B' Estimates).
- D4.2 The project scope of work shall also include but not limited to the following architectural recommendations and considerations:
- (a) For a full overview of the Phase II - Scope of Work, refer to APPENDIX C – Transcona Centennial Pool Feasibility Study (Section 4.0 - Phase II and Section 7.0 Appendices).
 - (b) Demolition of existing indoor pool building - refer to APPENDIX C - Transcona Centennial Pool Feasibility Study (Schematic Design Drawing A2). Demolition to include all existing plumbing fixtures; all domestic hot and cold water piping and sanitary piping serving main floor plumbing fixtures to be removed back to basement mechanical room; and existing domestic hot water heating system within existing basement mechanical room to be removed.
 - (c) Existing mechanical ventilation system to be removed.
 - (d) Existing indoor pool dehumidification unit supply ductwork to be modified as required.
 - (e) Existing indoor pool ventilation and exhaust system located in existing basement mechanical room to remain.

- (f) Building and basement additions to accommodate new floor plan layouts and mechanical/ electrical systems to accommodate both Phase I and Phase II - outdoor aquatics park pool systems and building systems.
- (g) New plumbing construction shall include but not limited to the following: supply and install plumbing fixtures, natural gas fired domestic hot water heating system, sanitary piping, water recirculation lines and pump.
- (h) New H.V.A.C. construction shall include but not limited to the following: supply and install Energy Recovery Ventilator (ERV).
- (i) Provide electrical demolition as required to accommodate renovation. Existing underground power services are to be removed and replaced with one new underground service. Supply and install new 600A-347/600V-3ph-4w main distribution panel within the new basement addition.
- (j) *Site Services:*
 - (i) Provide new 6" (150mm) domestic water line underground from City of Winnipeg main at Wabasha street to new basement mechanical room complete with approved backflow prevention assembly to City of Winnipeg Standards;
 - (ii) Provide new 10" (250mm) sanitary line underground from new basement mechanical room to main at Wabasha Street;
 - (iii) Provide new catch basin within new basement mechanical room to accommodate installation of new Phase I outdoor pool.
 - (iv) Provide upgrades to existing natural gas service to add approximately 1,500 MBH capacity to the site.
 - (v) Coordinate all above work with utility.
- (k) *Pool Deck Area* should include improved exiting from the pool deck area space;
- (l) *Lobby Area* should be reconfigured in size and a front entrance ramp constructed that conforms to NBC and The City of Winnipeg 2010 Accessibility Design Standards (CWADS) requirements;
- (m) *Reception Area* to accommodate two receptionists, access to a safe room and reception desk that meets CWADS;
- (n) *Viewing Area* should be closer to the middle of the pool;
- (o) *Change Rooms* should include upgrades to the washrooms and provide additional water closets, upgrade showers, full and half height lockers, dedicated family change room, enclosed change room in female washroom, hair drying stations and benches;
- (p) *Family/Specialty Change Room* should be considered as part of the Phase II renovation;
- (q) *Staff Room* should include kitchen, lockers, showers and washroom for staff;
- (r) *Supervisor Room* should provide space for two personnel and visual access to pool area;
- (s) *First Aid Room* should be included and provide direct access to the pool deck and within close proximity to location of emergency vehicles arriving to site;
- (t) *Storage Room* should provide space for chemical storage, pool storage and outdoor pool storage;
- (u) The *building main floor addition* shall have maximum square footage of 1,200 +/- (112 sq. meters +/-);
- (v) The *basement area* should be enlarged to consider space to accommodate for mechanical/ electrical systems equipment for Phase I of the project (new exterior aquatics park/pool); mechanical and electrical equipment for Phase II (main floor renovations and addition; basement floor addition); two means of egress from space; permanent storage, as required; and provide a stair with appropriate width for moving mechanical and electrical equipment. The new basement addition shall have maximum square footage of 2,100 +/- (195 sq. meters +/-);
- (w) The design of the facility will be required to meet the *Swimming Pool and Other Water Recreational Facilities Regulations - Section 14 (1) and Section 25 (2)* provided by The

Public Health Act. The following bathing loads for the entire site will be required as per Provincial regulations:

- (i) Existing Pool: 238 sq. m. = 158 Bathers max.
- (ii) New Exterior (Phase I): Area to be confirmed 632 sq. m. = 421 Bathers max.
- (iii) Note that the areas of all water surfaces above are approximate and should be confirmed once design is finalized. The existing indoor pool area and the new Phase I exterior pool will never operate simultaneously.

- D4.3 Post construction services as identified in D4.1(g) shall include but not limited to the following:
- (a) Building commissioning and staff training. Building commissioning audit shall be performed under completion of the facility by a professional recognized agency. Mechanical and Electrical Building Systems Commissioning shall be based on the National Environmental Balancing Bureau (NEBB Procedural Standards 2000);
 - (b) Review of Contractor's As-Built records;
 - (c) Submittal of a complete set of As-Built record drawings in electronic CAD format;
 - (d) Submittal of all necessary project documentation such as Operation and Maintenance manuals and equipment warranties; and
 - (e) Eleven month end of warranty inspection.
- D4.4 In addition to the scope of services identified in D4.1 above, the Consultant will be responsible for the following services for the Phase II project:
- (a) Make applications for and act on the City of Winnipeg's behalf on any DAV – Zoning Variance applications and zoning hearings as required;
 - (b) Make application for building/development permits and provide Interior and/or Exterior Alterations Design Summary (IADS), Required Professional Designer's Certificate – Version 3 (RPDC forms) as required. Consultant shall track permit application and proactively work with City Plan Examiners to expedite permit issuance to meet construction project schedule;
 - (c) Liaison with the Authorities having Jurisdiction in terms of building code issues, by-laws and receive approvals as required;
 - (d) For future alterations to any swimming pool, wading pool or any other water recreational facility the Consultant requires Plans and Specifications to be submitted in strict accordance with Section 3 and Section 4 of the Swimming Pools and Other Water Recreational Facilities Regulation (MR 132/97), including all amendments and ASTM APSP1 – Standard for Public Swimming Pools.
 - (e) Cooperate, coordinate and complete all submissions for applicable Manitoba Hydro Power Smart for Business incentives for potential utility savings;
 - (f) Provide all necessary certificates as required (Building Location Certificate, Occupancy Load Certificate, Occupancy Load Card, Fire Safety Plans, Surveyor's Certificate, etc.); and
 - (g) Provide geotechnical investigation, test hole drilling and professional legal surveying services for the 1101 Wabasha Street site property.
- D4.5 The Consultant and Subconsultants required for all phases of the work for RFP No. 554-2014, include the following: geotechnical, civil, legal surveyor, landscape architect, architectural, mechanical, electrical, structural, energy specialist, cost Subconsultant and other Subconsultants the proponent deems beneficial to the project.
- D4.6 The Consultant and Subconsultants shall adhere and comply with all relevant Federal, Provincial and Municipal Legislation codes, by-laws and regulations, the 2011 Manitoba Fire Code, and The City of Winnipeg 2010 Accessibility Design Standards. The City of Winnipeg and Province of Manitoba's Green Building Policy: New City-Owned Buildings and Major Additions, shall be used as a guideline and sustainable measures shall be implemented where feasible (Refer to APPENDIX B).

- D4.7 The project design and construction shall be in accordance with The City of Winnipeg 2010 Accessibility Design Standards Policy. The Consultant is to provide plans and specifications to the City's Universal Design Coordinator for review and audit at key stages of the design process. For more information regarding this policy and to obtain the 2010 Accessibility Design Standards manual, refer to hyperlink http://www.winnipeg.ca/ppd/Universal_Design/PDF/Access_Design_Standards.pdf
- D4.8 The Prime Consultant will be required to complete all submissions for applicable PowerSmart incentives. Where possible the use of PowerSmart approved products shall be used to maximize available incentives since these products meet minimum Manitoba Hydro Standards. All project related incentives received will be retained by the City of Winnipeg. PowerSmart documentation shall be included in the Operation and Maintenance Manuals. The City of Winnipeg has been working to identify and implement energy efficiency and reduce operating costs to make new facilities environmentally friendly and sustainable. For more information regarding Power Smart for Business Programs, refer to hyperlink <http://www.hydro.mb.ca/psfb>.
- D4.9 The Prime Consultant and Subconsultants will be required to provide a complete conduit pathway system complete with cables which terminates at IT/Security backboard. The pathway system is a combination of conduit and J hook supports consisting of terminal cabinets, conduits, structured cabling, outlet/floor/pull boxes, coverplates, sleeves and caps, and miscellaneous material to complete system. Open wiring within walls will be acceptable with properly rated cable. Pathways are to be provided for CCTV, Data, Metasys, Pegasys (Card Access), public address and intrusion alarm systems. Johnson Controls Cardkey/Pegasys platform hardware shall be used. The CCTV system shall be provided by The City of Winnipeg. Electrical Subcontractor is responsible to provide structured cabling and terminate all connections in IT Rack.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Consultant are the property of the City and shall not be appropriated for the Consultants own use, or for the use of any third party.
- D5.2 The Consultant shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Project Manager.
- D5.3 The following shall be confidential and shall not be disclosed by the Consultant to the media or any member of the public without the prior written authorization of the Project Manager;
- (a) information provided to the Consultant by the City or acquired by the Consultant during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Consultant who violates any provision of D5 may be determined to be in breach of Contract.

SUBMISSIONS PRIOR TO START OF SERVICES

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 The Consultant shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

D7. INSURANCE

- D7.1 The Consultant shall procure and maintain, at its own expense and cost, insurance policies with limits no less than those shown below.
- D7.2 As a minimum, the Consultant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:
- (a) Comprehensive or Commercial General Liability Insurance including:
 - (i) an inclusive limit of not less than \$2,000,000 for each occurrence or accident with a minimum \$2,000,000 Products and Completed Operations aggregate and \$5,000,000 general aggregate;
 - (ii) all sums which the Consultant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the Services or any operations carried on in connection with this Contract;
 - (iii) coverage for Products/Completed Operations, Blanket Contractual, Consultant's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Employees as Additional Insureds, and Non-Owned Automobile Liability;
 - (iv) a Cross Liability clause and/or Severability of Interest Clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder in respect to any claim, demand, suit or judgment made against any other Insured;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Consultant directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
 - (c) Professional Errors and Omissions Liability Insurance including:
 - (i) an amount not less than \$2,000,000 per claim and \$2,000,000 in the aggregate.
- D7.2.1 The Consultant's Professional Errors and Omissions Liability Insurance shall remain in force for the duration of the Project and for twelve (12) months after total performance.
- D7.3 The policies required in D7.2(a) shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.
- D7.4 The Consultant shall require each of its Subconsultants to provide comparable insurance to that set forth under D7.2(a).
- D7.5 The Consultant shall provide the Project Manager with a certificate(s) of insurance for itself and for all of its Subconsultants, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Services, but in no event later than the date specified in C4.1 for the return of the executed Contract. Such Certificates shall state the exact description of the Services and provide for written notice in accordance with D7.10.
- D7.6 The Consultant may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.
- D7.7 All insurance, which the Consultant is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.
- D7.8 If the Consultant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the Consultant.

- D7.9 The failure or refusal to pay losses by any insurance company providing insurance on behalf of the Consultant or any Subconsultants shall not be held to waive or release the Consultant or Subconsultants from any of the provisions of the insurance requirements or this Contract. Any insurance deductible maintained by the Consultant or any Subconsultants under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the Consultant as stated in D7.8.
- D7.10 The Consultant shall not cancel, materially alter, or cause any policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the City.

SCHEDULE OF SERVICES

D8. COMMENCEMENT

- D8.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D8.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the insurance specified in D7;
 - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.

D9. CRITICAL STAGES

- D9.1 The Consultant shall achieve critical stages of the Services for this Contract in accordance with the following requirements:
- (a) Consultant Services: August 11, 2014 – October 27, 2014
 - (b) Construction Bid Opportunity – Tender Period: October 27, 2014 – November 14, 2014
 - (c) Construction Bid Opportunity Award: November 14, 2014 – December 15, 2014
 - (d) Construction Period (Commencement/Total Performance Date): January 5, 2015 – October 16, 2015
 - (e) Commissioning Period: October 19, 2015 – October 31, 2015

PART E - SECURITY CLEARANCE

E1. SECURITY CLEARANCE

- E1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <http://www.commissionaires.mb.ca/> .
- E1.2 The following is a link to information for obtaining the Criminal Record Search certificate including the Vulnerable Sector screening from the City of Winnipeg Police Service.
http://winnipeg.ca/police/pr/info_request.stm#crim_record_search
- E1.2.1 The Criminal Record Search shall include a Vulnerable Sector Screening. This can be obtained by following the link below
http://winnipeg.ca/police/pr/info_request.stm#crim_record_search.
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- E1.3 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- E1.4 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Consultant shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- E1.5 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- E1.6 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- E1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.