

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving Public Works & Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada**
1713 Bedford Row
Halifax, N.S./Halifax,(N.E.)
B3J 1T3
Halifax
Bid Fax: (902) 496-5016

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet BEDFORD ROW EXTERIOR MASONRY	
Solicitation No. - N° de l'invitation E0225-133381/A	Date 2013-06-06
Client Reference No. - N° de référence du client 20133381	
GETS Reference No. - N° de référence de SEAG PW-\$PWA-110-4991	
File No. - N° de dossier PWA-2-68138 (110)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-07-18	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Collier, Susan	Buyer Id - Id de l'acheteur pwa110
Telephone No. - N° de téléphone (902) 496-5350 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA SEE HEREIN Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Delivery Required - Livraison exigée SEE HEREIN	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

Issuing Office - Bureau de distribution

Real Property Contracting
1713 Bedford Row
P.O. Box 2247/C.P.2247
Halifax, N.S./Halifax, (N.E.)
B3J 3C9
Halifax

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******PLEASE NOTE:**

Due to the numerous attachments associated with this solicitation, bidders must request by email a CD copy of all the attachments. Please reference in the subject line: Bedford Row Exterior Masonry E0225-133381/A and send to:

ATL.NSRequisitions@pwgsc-tpsgc.gc.ca

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R1410T GI1 (2013-01-28) Code of Conduct and Certifications - Proposal

1. Proponents must comply with the Code of Conduct for Procurement. In addition to the Code of Conduct for Procurement, proponent must a) respond to bid solicitations in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitations and resulting contracts, c) submit bids and enter into contracts only if they will fulfill all obligations of the Contract.

2. Proponents further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Canada will declare non-responsive any bid in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after contract award, that the Proponent made a false declaration, Canada will have the right to terminate the Contract for default. The Proponent will be required to diligently maintain up-to-date the information herein requested. The Proponent and any of the Proponent's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, are Proponent's affiliates if:

- a. directly or indirectly either one controls or has the power to control the other, or
- b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. Proponents who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Proponent. Proponents bidding as sole proprietorship, including those bidding as a joint venture, must provide with their bid or promptly thereafter the name of the owner. Proponents bidding as societies, firms, or partnerships do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Proponent of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Proponent provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

5. The Proponent must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation. The Proponent must also, when so requested, provide Canada with the corresponding Consent Forms.

6. By submitting a bid, the Proponent certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Proponent, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.

7. By submitting a bid, the Proponent certifies that neither the Proponent nor any of the Proponent's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.

8. By submitting a bid, the Proponent certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under a contract arising from this bid solicitation. In addition, the Proponent certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Proponent nor any of the Proponent's affiliates has ever been convicted of an offence under any of the following provisions:

a. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or
b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or

c.section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or
 d.section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act, or
 e.section 239 (False or deceptive statements) of the Income Tax Act, or
 f.section 327 (False or deceptive statements) of the Excise Tax Act, or
 g.section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act, or
 h.section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.

9.In circumstances where a criminal pardon or a record suspension has been obtained, or capacities have been restored by the Governor in Council, the Proponent must provide with its bid or promptly thereafter a copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of bids is completed, Canada will inform the Proponent of a time frame within which to provide the information. Failure to comply will render the bid non-responsive.

10.Proponents understand that Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, or who is affiliated with someone who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, when required to do so by law or legal proceedings, or when Canada considers it necessary to the public interest for reasons which include, but are not limited to:

- Only one person is capable of performing the contract;
- Emergency;
- National security;
- Health and safety;
- Economic harm;

Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

R1410T GI2 (2013-04-25) Definitions

1.In this Request for Proposal (RFP), the following words or phrases have the corresponding meaning.

"Applicable Taxes": The Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

"Consultant Team": The team of consultants, specialists and subconsultants, including the Proponent, proposed by the Proponent to perform the services required.

"Key Personnel": Staff of the Proponent, subconsultants and specialists proposed to be assigned to this project.

"Price Rating": A rating assigned to the price component of a proposal and subsequently used to establish a Price Score for inclusion as a percentage of the total score to be established following the evaluation and rating of technical proposals.

"Proponent": The person or entity (or, in the case of a joint venture, the persons or entities) which submits a proposal.

"PWGSC Evaluation Board": The board established to evaluate and rate proposals. Board members represent a broad cross-section of professional qualifications and experience.

"Technical Rating": A rating assigned to the technical component of a proposal in the selection procedure and subsequently used to establish a Technical Score for inclusion as a percentage of the total score.

R1410T GI3 (2012-07-16) Overview of Selection Procedure

3.1 Proposal

1. Proposals are submitted following a "two-envelope" procedure, in which Proponents submit the "technical" component of their proposal in one envelope and the proposed price of the services (price proposal) in a second envelope.

2. The information that Proponents are required to provide is set out in detail elsewhere in the RFP.

3. In response to the RFP, interested Proponents submit a proposal in which they:

- a. indicate whether the proposal is submitted by an individual firm or by a joint venture;
- b. if the proposal is submitted by a joint venture, describe the proposed legal and working relationships of the joint venture and the benefits to be gained by the formation of the joint venture;
- c. identify the prime consultants and key sub consultants and specialists proposed for inclusion in the Consultant Team, and the proposed organizational structure of the Team;
- d. describe the extent to which proposed members of the Consultant Team have successfully performed services for projects comparable to the project which is the subject of the proposal;
- e. identify the professional accreditation, experience, expertise and competence of the Consultant Team and Key Personnel proposed to be assigned to perform the required services.
- f. comply with all other requirements set out in the RFP.

3.2 Proposal Evaluation and Rating

1. Technical components of all responsive proposals are reviewed, evaluated and rated by a Public Works and Government Services Canada (PWGSC) Evaluation Board in accordance with the criteria, components and weight factors set out in the RFP. Upon completion of the evaluation, Technical Ratings are established.

2. Proposals achieving the minimum Technical Score specified in the Submission Requirements and Evaluation section of the RFP are further considered.

3. The price envelopes of all responsive proposals are opened upon completion of the technical evaluation. When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals opened. This calculation will not be conducted when one or two responsive proposals are received.

4. All price proposals which are greater than 25 percent above the average price will cause their respective complete proposals to be set aside and receive no further consideration.

5. The remaining price proposals are rated as follows:

- a. The lowest price proposal receives a Price Rating of 100.
- b. The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of 0.
- c. On the rare occasion where two (or more) price proposals are identical, these price proposals receive the same rating and the corresponding number of following ratings are skipped.
- d. The Price Rating is multiplied by a predetermined percentage factor to establish a Price Score.

6. A price proposal in excess of any maximum funding limit, when this limit has been set in the Supplementary Instructions to Proponents, may result in disqualification of the complete proposal.

3.3 Total Score

1. The total overall score (Total Score) assigned to each Proponent's complete proposal is calculated as the aggregate of:

- a. the Technical Score (first envelope of the proposal), and
- b. the Price Score (second envelope of the proposal).

2. The Proponent receiving the highest Total Score is the first entity that the PWGSC Evaluation Board will recommend for the provision of the required services.

3.4 Notification

PWGSC normally expects to advise in writing unsuccessful Proponents within one week after PWGSC has entered into a contractual arrangement with the successful Proponent.

R1410T GI4 (2012-07-16) Procurement Business Number

Proponents are required to have a Procurement Business Number (PBN) before contract award. Proponents may register for a PBN online at Supplier Registration Information. For non-Internet registration, Proponents may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

R1410T GI5 (2003-05-30) Responsive Proposals

To be considered responsive, a proposal must meet all of the mandatory requirements set out in the RFP. No further consideration in the selection procedure will be given to a Proponent submitting a non-responsive proposal.

R1410T GI6 (2011-05-16) Completion of Submission

The Proponent shall base the proposal on the applicable proposal documents listed in the Supplementary Instructions to Proponents.

R1410T GI7 (2013-04-25) Proposal Price

Unless specified otherwise elsewhere in the proposal documents:

- a.the price proposal shall be in Canadian currency, and
- b.the price proposal shall not include any amount for Applicable Taxes, and
- c.exchange rate fluctuation protection is not offered, and
- d.any request for exchange rate fluctuation protection will not be considered, and may render the proposal non-responsive.

R1410T GI8 (2011-05-16) Communications - Solicitation Period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFP must be directed only to the Contracting Authority identified in the RFP. Failure to comply with this requirement may result in the proposal being declared non-responsive.

To ensure consistency and quality of information provided to Proponents, significant enquiries received and the replies to such enquiries will be provided simultaneously to Proponents to which the RFP has been sent, without revealing the sources of the enquiries.

R1410T GI9 (2013-04-25) Limitation of Submissions

1.A Proponent may not submit more than one proposal. This limitation also applies to the persons or entities in the case of a joint venture. If more than one proposal is received from a Proponent (or, in the case of a joint venture, from the persons or entities), all such proposals shall be rejected and no further consideration shall be given.

2.A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.

3.An arrangement whereby Canada contracts directly with a prime consultant who may retain sub-consultants or specialist consultants to perform portions of the services is not a joint venture

arrangement. A sub-consultant or specialist consultant may, therefore, be proposed as part of the Consultant Team by more than one Proponent. The Proponent warrants that it has written permission from such sub-consultant or specialist consultant to propose their services in relation to the services to be performed.

4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Proponent shall not include in its submission another Proponent as a member of its consultant team, as a sub-consultant or specialist consultant.

5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

R1410T GI10 (2011- 05-16) Licensing Requirements

1. Consultant Team members and Key Personnel shall be, or be eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the Province or Territory in which the project is located.

2. By virtue of submission of a proposal, the Proponent certifies that the Proponent's Consultant Team and Key Personnel are in compliance with the requirements of subsection 1 above. The Proponent acknowledges that PWGSC reserves the right to verify any information in this regard and that false or erroneous certification may result in the proposal being declared non-responsive.

R1410T GI11 (2012-07-16) Rejection of Proposal

1. Canada may reject a proposal where any of the following circumstances is present:

- a. the Proponent has been declared ineligible for selection, following unsatisfactory performance in a previous project as determined in accordance with the department's performance review procedures;
- b. an employee, sub-consultant or specialist consultant included as part of the proposal has been declared ineligible, for selection for work with the department in accordance with the performance review procedure referred to in paragraph 1.(a), which would render the employee, sub-consultant or specialist consultant ineligible to bid on the requirement, or the portion of the requirement the employee, sub-consultant or specialist consultant is to perform;
- c. the Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;

e.evidence satisfactory to Canada that based on past conduct or behavior, the Proponent, a sub-consultant, a specialist consultant or a person who is to perform the Services is unsuitable or has conducted himself/herself improperly;

f.with respect to current or prior transactions with the Government of Canada,

i.Canada has exercised its contractual remedies of taking the services out of the consultant's hands, suspension or termination for default with respect to a contract with the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;

ii.Canada determines that the Proponent's performance on other contracts, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

2.Where Canada intends to reject a proposal pursuant to subsection 1.(f), the Contracting Authority will so inform the Proponent and provide the Proponent ten (10) days within which to make representations, before making a final decision on the proposal rejection.

R1410T GI12 (2013-04-25) Federal Contractors Program

1.The Federal Contractors Program (FCP) requires that some firms, including a Proponent who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all Applicable Taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Proponent, or, if the Proponent is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Firms who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Firms may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2.The Proponent certifies its status with the FCP by completing the declaration form.

R1410T GI13 (2007-05-25) Insurance Requirements

The successful Proponent shall be required to obtain and maintain Professional Liability and Commercial General Liability insurance coverage in accordance with the requirements set out elsewhere in the proposal documents.

R1410T GI14 (2011-05-16) Joint Venture

1.A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred

as a consortium, to bid together on a requirement. Proponents who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- a.the name of each member of the joint venture;
- b.the Procurement Business Number of each member of the joint venture;
- c.the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
- d.the name of the joint venture, if applicable.

2.If the information is not clearly provided in the proposal, the Proponent must provide the information on request from the Contracting Authority.

3.The proposal and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

R1410T GI15 (2003-05-30) Composition of Consultant Team

By submitting a proposal, the Proponent represents and warrants that the entities and persons proposed in the proposal to perform the required services will be the entities and persons that will perform the services in the fulfillment of the project under any contractual arrangement arising from submission of the proposal. If the Proponent has proposed any person in fulfillment of the project who is not an employee of the Proponent, the Proponent warrants that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the services to be performed.

R1410T GI16 (2012-07-16) Submission of Proposal

1.Canada requires that each proposal, at closing date and time or upon request from the Contracting Authority, be signed by the Proponent or by an authorized representative of the Proponent. If a proposal is submitted by a joint venture, it must be in accordance with section GI14.

2.It is the Proponent's responsibility to:

- a.submit a proposal, duly completed, in the format requested, on or before the closing date and time set;
- b.send its proposal only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the RFP or to the address specified in the RFP ;
- c.obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;

d.ensure that the Proponent's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and

e.provide a comprehensive and sufficiently detailed proposal that will permit a complete evaluation in accordance with the criteria set out in this RFP.

3.The technical and price components of the proposal must be submitted in separate, easily identified envelopes in accordance with the instructions contained in the proposal documents. Both envelopes shall be submitted as one package which shall clearly and conspicuously display and indicate on the outside of the package the information identified in subsection 2.(d) above.

4.Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the Proponent. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.

5.Proposals and supporting information may be submitted in either English or French.

R1410T GI17 (2011-05-16) Late Submissions

Submissions delivered after the stipulated closing date and time will be returned unopened.

R1410T GI18 (2011-05-16) Revision of Proposal

A proposal submitted may be amended by letter or facsimile provided the revision is received at the office designated for the receipt of proposals, on or before the date and time set for the receipt of proposals. The revision must be on the Proponent's letterhead or bear a signature that identifies the Proponent, and must clearly identify the change(s) to be applied to the original proposal. The revision must also include the information identified in GI16.2.(d).

R1410T GI19 (2012-07-16) Acceptance of Proposal

- 1.Canada may accept any proposal, or may reject any or all proposals.
- 2.In the case of error in the extension or addition of unit prices, the unit price will govern.
- 3.While Canada may enter into an agreement or contractual arrangement without prior negotiation, Canada reserves the right to negotiate with Proponents on any procurement.
- 4.Canada reserves the right to cancel or amend the RFP at any time.

R1410T GI20 (2011-05-16) Legal Capacity

The Proponent must have the legal capacity to contract. If the Proponent is a sole proprietorship, a partnership or a corporate body, the Proponent must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Proponents submitting a proposal as a joint venture.

R1410T GI21 (2011-05-16) Debriefing

A debriefing will be provided, on request, only following entry by PWGSC into a contractual arrangement with the successful Proponent. Should a Proponent desire a debriefing, the Proponent should contact the person identified on the front page of the RFP within 15 working days of the notification of the results of the solicitation. The debriefing will include an outline of the strengths and weaknesses of the submission, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. The debriefing may be provided in writing, by telephone or in person.

R1410T GI22 (2012-07-16) Financial Capability

1. Financial Capability Requirement: The Proponent must have the financial capability to fulfill this requirement. To determine the Proponent's financial capability, the Contracting Authority may, by written notice to the Proponent, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The Proponent must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:

- a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Proponent's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Proponent's last three fiscal years, or for the years that the Proponent has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
- b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Proponent must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
- c. If the Proponent has not been in business for at least one full fiscal year, the following must be provided:
 - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
- d. A certification from the Chief Financial Officer or an authorized signing officer of the Proponent that the financial information provided is complete and accurate.
- e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Proponent outlining the total of lines of credit granted to the Proponent and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.

2. If the Proponent is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.

3.If the Proponent is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Proponent, and the financial capability of a parent cannot be substituted for the financial capability of the Proponent itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.

4.Financial Information Already Provided to PWGSC: The Proponent is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:

a.the Proponent identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and

b.the Proponent authorizes the use of the information for this requirement.

It is the Proponent's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

5.Other Information: Canada reserves the right to request from the Proponent any other information that Canada requires to conduct a complete financial capability assessment of the Proponent.

6.Confidentiality: If the Proponent provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).

7.Security: In determining the Proponent's financial capability to fulfill this requirement, Canada may consider any security the Proponent is capable of providing, at the Proponent's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

8.In the event that a proposal is found to be non-compliant on the basis that the Proponent is considered not to be financially capable of performing the subject requirement, official notification shall be provided to the Proponent.

R1410T GI23 (2012-07-16) Performance Evaluation

Proponents shall take note that the performance of the Consultant during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria: Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future

contracts. The form PWGSC-TPSGC 2913-1, SELECT - Consultant Performance Evaluation Report, is used to record the performance.

R1410T GI24 (2011-05-16) Proposal Costs

No payment will be made for costs incurred in the preparation and submission of a proposal in response to the Request for proposal. Costs associated with preparing and submitting a proposal, as well as any costs incurred by the Proponent associated with the evaluation of the proposal, are the sole responsibility of the Proponent.

R1410T GI25 (2011-05-16) Conflict of Interest - Unfair Advantage

1. In order to protect the integrity of the procurement process, Proponents are advised that Canada may reject a proposal in the following circumstances:

- a. if the Proponent, any of its sub-consultants, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
- b. if the Proponent, any of its sub-consultants, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other Proponents and that would, in Canada's opinion, give or appear to give the Proponent an unfair advantage.

2. The experience acquired by a Proponent who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Proponent remains however subject to the criteria established above.

3. Where Canada intends to reject a proposal under this section, the Contracting Authority will inform the Proponent and provide the Proponent an opportunity to make representations before making a final decision. Proponents who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a proposal, the Proponent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Proponent acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

R1410T GI26 (2011-05-16) Limitation of Liability

Except as expressly and specifically permitted in this RFP, no Proponent or Potential Proponent shall have any claim for any compensation of any kind whatsoever in relation to this RFP, or any aspect of the procurement process, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

Supplementary Instructions to Proponents (SI)

SI1 Introduction

SI2 Proposal Documents

SI3 Questions or request for clarifications

SI4 Canada's Trade Agreements

**SI5 CODE OF CONDUCT AND CERTIFICATIONS - RELATED
DOCUMENTATION**

SI6 Security Requirement

SI7 Web Sites

Terms, Conditions and Clauses Agreement

Agreement Particulars

Team Identification Format (Appendix A)

Declaration/Certifications Form (Appendix B)

Price Proposal Form (Appendix C)

Doing Business (Appendix D)

Submission Requirements and Evaluation (SRE)

Project Brief / Terms of Reference

Description of Project (PD)

Description of Services - Required Services (RS)

Description of Services - Additional Services (AS)

SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

SI1 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) intends to retain an individual consulting firm or joint venture to provide the professional services for the project as set out in this Request for Proposal (RFP).

2. This is a single phase selection process. The nature of the requirement and the anticipated limited number of response by the industry leads PWGSC to believe that this approach will not unduly force a large number of firms to expend an overall unreasonable amount of effort in response to PWGSC.

3. Proponents responding to this RFP are requested to submit a full and complete proposal. The proposal will cover not only the qualifications, experience and organization of the proposed Consultant Team, but also the detailed approach to the work, and the pricing and terms offered. A combination of the technical and price of services submissions will constitute the proposal.

SI2 PROPOSAL DOCUMENTS

1. All instructions, general terms, conditions and clauses identified in the RFP by number, date and title, are hereby incorporated by reference into and form part of this solicitation and any resultant contract.

All instructions, general terms, conditions and clauses identified in the RFP by number, date and title, are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2. The following are the proposal documents:

- (a) Supplementary Instructions to Proponents (SI);
R1410T (2013-04-25), General Instructions to Proponents (GI);
Submission Requirements and Evaluation (SRE);
Any amendment to the solicitation document issued prior to the date set for receipt of proposals
- (b) the general terms, conditions and clauses, as amended, identified in the Agreement clause;
- (c) Project Brief / Terms of Reference;
- (d) the document entitled "Doing Business";

(e) the proposal, Declaration/Certification Form and Price Proposal;

3. Submission of a proposal constitutes acknowledgment that the Proponent has read and agrees to be bound by these documents.

SI3 QUESTIONS OR REQUEST FOR CLARIFICATION

Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the RFP - Page 1 as early as possible. Enquiries should be received no later than five (5) working days prior to the closing date identified on the front page of the Request for Proposal. Enquiries received after that date may not be answered prior to the closing date of the solicitation.

SI4 CANADA'S TRADE AGREEMENTS

This procurement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the World Trade Organization - Agreement on Government Procurement (WTO-AGP).

SI5 CODE OF CONDUCT AND CERTIFICATIONS - RELATED DOCUMENTATION

By submitting a bid, the Proponent certifies, for himself and his affiliates, are in compliance with the provisions as stated in Section GI1 Code of Conduct and Certifications - Proposal of R1410T (2013-04-25) General Instructions to Proponents (GI). The related documentation therein required will assist Canada in confirming that the certifications are true.

SI6 SECURITY REQUIREMENT

This procurement contains a Security Requirement as described in the Supplementary Conditions – SC1.

SI7 - WEB SITES

The connection to some of the Web sites in the RFP is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Employment Equity Act

<http://laws.justice.gc.ca/en/E-5.401/index.html>

Federal Contractors Program (FCP)

<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>

Certificate of Commitment to Implement Employment Equity form LAB

1168<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>

Code of Conduct for Procurement

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Consent to a Criminal Record Verification (PWGSC-TPSGC 229 form)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Lobbying Act

<http://laws.justice.gc.ca/en/L-12.4/?noCookie>

Contracts Canada

<https://buyandsell.gc.ca/>

Supplier Registration Information

<https://srisupplier.contractscanada.gc.ca>

Consultant Performance Evaluation Report Form

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>

Canadian economic sanctions

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

National Joint Council (NJC) Travel Directive

<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

TERMS, CONDITIONS AND CLAUSES

AGREEMENT

1. The Consultant understands and agrees that upon acceptance of the offer by Canada, a binding Agreement shall be formed between Canada and the Consultant and the documents forming the Agreement shall be the following:

- (a) the Front Page and this Agreement clause;
- (b) the General Terms, Conditions and Clauses, as amended, identified as:
 - R1210D (2013-04-25), General Condition (GC) 1 - General Provisions
 - R1215D (2011-05-16), General Condition (GC) 2 - Administration of the Contract
 - R1220D (2011-05-16), General Condition (GC) 3 - Consultant Services
 - R1225D (2012-07-16), General Condition (GC) 4 - Intellectual Property
 - R1230D (2012-07-16), General Condition (GC) 5 - Terms of Payment
 - R1235D (2011-05-16), General Condition (GC) 6 - Changes
 - R1240D (2011-05-16), General Condition (GC) 7 - Taking the Services Out of the Consultant's Hands, Suspension or Termination
 - R1245D (2012-07-16), General Condition (GC) 8 - Dispute Resolution
 - R1250D (2012-07-16) R1650D (2012-07-16), General Condition (GC) 9 - Indemnification and Insurance
 - Supplementary Conditions
 - Agreement Particulars
- (c) Project Brief / Terms of Reference;
- (d) the document entitled "Doing Business";
- (d) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;
- (e) the proposal, the Declaration/Certifications Form and the Price Proposal Form.

2. The documents identified above by title, number and date are hereby incorporated by reference into and form part of this Agreement, as though expressly set out herein, subject to any other express terms and conditions herein contained.

The documents identified above by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

3. If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) any amendment or variation in the Agreement that is made in accordance with the terms and conditions of the Agreement;
- (b) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;
- (c) this Agreement clause;
- (d) Supplementary Conditions;
- (e) General Terms, Conditions and Clauses;
- (f) Agreement Particulars;
- (g) Project Brief / Terms of Reference;
- (h) the document entitled "Doing Business";
- (i) the document entitled "Security Requirement - Escort clause; the proposal.

SUPPLEMENTARY CONDITIONS (SC)

SC1 SECURITY REQUIREMENTS

Consultant personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

SC2 LANGUAGE REQUIREMENTS

1. Communication between Canada and the Consultant shall be in the language of choice of the Consultant Team, which shall be deemed to be the language of the Consultant's proposal.
2. The Consultant's services during construction tender call (such as addenda preparation, tenderers' briefing meetings, technical answers to questions by bidders, meeting minutes) shall be provided expeditiously in both languages, as necessary.
3. The Consultant's services during construction shall be provided in the language of choice of the Contractor. The successful Contractor will be asked to commit to one or other of Canada's official languages upon award of the Construction Contract and, thereafter construction and contract administration services will be conducted in the language chosen by the Contractor.
4. Other required services in both of Canada's official languages (such as construction documentation) are described in detail in the Project Brief.
5. The Consultant Team, including the Prime Consultant, Sub-Consultants and Specialists Consultants shall ensure that the services being provided in either language shall be to a professional standard.

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Buyer ID - Id de l'acheteur

pwa110

Client Ref. No. - N° de réf. du client

20133381

File No. - N° du dossier

PWA-2-68138

CCC No./N° CCC - FMS No/ N° VME

AGREEMENT PARTICULARS

The Agreement Particulars will be issued at time of award of contract and will identify the fee to be paid to the Consultant for the services determined in the Price Proposal Form.

SUBMISSION REQUIREMENTS AND EVALUATION

SRE 1 General Information

SRE 2 Proposal Requirements

SRE 3 Submission Requirements and Evaluation

SRE 4 Price of Services

SRE 5 Total Score

SRE 6 Submission Requirements - Checklist

SUBMISSION REQUIREMENTS AND EVALUATION

SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

An 'Overview of the Selection Procedure' can be found in R1410T General Instructions to Proponents (GI3).

1.2 Calculation of Total Score

For this project the Total Score will be established as follows:

Technical Rating x 90%	=	Technical Score (Points)
Price Rating x 10%	=	Price Score (Points)
Total Score	=	Max. 100 Points

SRE 2 PROPOSAL REQUIREMENTS

2.1 Requirement for Proposal Format

The following proposal format information should be implemented when preparing the proposal.

Submit one (1) bound original plus [six (6)] bound copies of the proposal

Paper size should be - 216mm x 279mm (8.5" x 11")

Minimum font size - 11 point Times or equal

Minimum margins - 12 mm left, right, top, and bottom

Double-sided submissions are preferred

One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper

279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.

The order of the proposals should follow the order established in the Request for Proposal SRE section

2.2 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is forty-five (45) pages.

The following are not part of the page limitation mentioned above;

- Covering letter
- Consultant Team Identification (Appendix A)
- Declaration/Certifications Form (Appendix B)
- Code of Conduct Certifications
- Front page of the RFP

- Front page of revision(s) to the RFP
- Price Proposal Form (Appendix D)

Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the proposal and will not be forwarded to the PWGSC Evaluation Board members for evaluation.

SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

3.1 MANDATORY REQUIREMENTS

Failure to meet the mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out.

Note: any pages which extend beyond the above page limitation and any other attachments will be extracted from the proposal and will not be forwarded to the PWGSC Evaluation Board members for evaluation.

3.1.1 Licensing, Certification or Authorization

The proponent shall be an architectural firm authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the province of Nova Scotia.

3.1.2 Consultant Team Identification

The consultant team to be identified must include the following:

Proponent (Prime Consultant):

1. Architect with expertise in heritage masonry envelope conservation, with a minimum of 10 years proven experience in Architectural Conservation. Experience to include substantial practical experience in masonry conservation.

Key Sub-consultants / Specialist:

1. The Structural Engineer must have a minimum of five (5) years of experience in the analysis and remediation of structural systems in heritage masonry buildings and be licensed or the ability to be licensed to practice in the province of Nova Scotia.

2. Stone Conservator:

Definition of Stone Conservator:

* Company or individual, who investigates, specifies and supervises architectural stone conservation work. A stone conservator has hands on masonry repair expertise and is able to personally carry out and train masons to carry out specialized masonry repairs.

* The Stone Conservator's qualifying experience must include the following types of work:

- Work with masonry of the type at issue (e.g. Monumental masonry of large sandstone units with very fine tolerances, brick masonry, ashlar masonry, etc.)
- Condition assessment, investigation and recording of masonry.
- Specification and analysis of testing of stone and mortar
- Performance of on-site mortar tests, such as Vicat cone penetration
- Sourcing of equivalent new stone and mortar to match existing materials
- Specification, performance and supervision of stone repairs, including Dutchman repair, plastic repair, stone consolidation, dressing back, DHL injection, and crack repairs.
- Performing specialized masonry repairs: e.g. to sculptural elements.

3. Cost Specialist:

Must demonstrate experience in estimating all aspects of masonry conservation work from design to construction completion; identifying and estimating cost risks, construction trades, escalation inflation and contingency costs and using cost control tools on masonry conservation projects.

4. Scheduler :

Must demonstrate experience in the identification of work break down packages, building and controlling project schedules for heritage masonry projects, and with experience in identification of schedule risks and mitigation strategies.

Note: proponents are permitted to expand their Consultant Team to include additional disciplines.

Information required - name of firm, key personnel to be assigned to the project. For the Proponent and the Structural Engineer, indicate current license and, or how, you intend to meet the Nova Scotia provincial licensing requirements. In the case of a joint venture identify the existing or proposed legal form of the joint venture (refer to R1410T General Instructions to Proponents, GI9 Limitation of Submissions).

An example of an acceptable format (typical) for submission of the team identification information is provided in Appendix B.

3.1.3 Declaration/Certifications Form

Proponents must complete, sign and submit the following:

Appendix C, Declaration/Certifications Form as required.

3.1.4 Code of Conduct Certifications

Proponents who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Proponent. Proponents bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Proponents bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Proponent of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

3.1.5 Requirements with regards to security apply to this contract
Refer to the "escort" clause previously indicated in the Supplementary Conditions SC1 section.

3.2 RATED REQUIREMENTS

3.2.1 Achievements of Proponent on Projects

Describe the Proponent's accomplishments, achievements and experience as prime consultant on projects.

Select a maximum of three [3] heritage stone conservation projects undertaken within the last ten [10] years., demonstrating experience as Primary Consultant on project similar complexity to this project. Use a maximum of 2 pages per project.

Joint venture submissions are not to exceed the maximum number of projects. Only the first three [3] projects listed in sequence will receive consideration and any others will receive none as though not included.

Information that should be supplied:

- clearly indicate how this project is comparable/relevant to the requested project (e.g. Complexity, requirements for investigation, and/or resolution of technical issues).
- brief project description and intent. Narratives should include a discussion of design philosophy / approach to meet the intent, design challenges and resolutions.
- budget control and management - i.e. contract price & final construction cost - explain variation
- project schedule control and management - i.e. initial schedule and revised schedule - explain variation
- client references - name, address, phone and fax of client contact at working level - references may be checked
- names of key personnel responsible for project delivery
- awards received

3.2.2 Achievements of Key Sub-consultants and Specialists on Projects

Describe the accomplishments, achievements and experience either as prime consultant or in a sub-consultant capacity on projects. If the Proponent proposes to provide multi-disciplinary services which might otherwise be performed by a sub-consultant, this should be reflected here.

Select a maximum of three [3] projects undertaken within the last ten [10] years per key sub consultant or specialist. Only the first three [3] projects listed in sequence (per key subconsultant or specialist) will receive consideration and any others will receive none as though not included.

The Structural Engineer, Scheduler and Cost Specialist will use a maximum of one (1) page per project.

The Stone Conservator will use a maximum of two (2) pages per project.

Information that should be supplied:

- clearly indicate how this project is comparable/relevant to the requested project.
- brief project description and intent. Narratives should include challenges and resolutions.
- client references - name, address, phone and fax of client contact at working level - references may be checked
- names of key personnel responsible for project delivery (all stages)
- awards received

The Stone Conservator's submission must refer to some or all of the seven (7) types of work listed in the Stone Conservator's qualifying experience in Section 3.1.2.2. Stone Conservator.

3.2.3 Achievements of Key Personnel on Projects

Describe the experience and performance of key personnel to be assigned to this project regardless of their past association with the current proponent firm. This is the opportunity to emphasize the strengths of the individuals on the team, to recognize their past responsibilities, commitments and achievements.

Use a maximum of one (1) page per person

Information that should be supplied for each key personnel:

- professional accreditation
- accomplishments/achievements/awards
- relevant experience, expertise, number of years experience
- role, responsibility and degree of involvement of individual in past projects

3.2.4 Understanding of the Project:

The proponent shall demonstrate their understanding of the goals of the project, the functional/technical requirements, the constraints, major challenges and other issues that will shape the end product.

Use a maximum of three (3) pages.

Information that should be supplied:

- Significant issues, challenges and constraints
- Review schedule and cost information and discuss risk management elements that may affect the project
- A description of the proponent's approach and rationale to conserving deteriorated heritage building assemblies;
- A description of the considerations which will influence decisions on materials selection and design
- Discuss mortar mix design and how the following will influence mortar selection;

1. Mortar properties
2. Compatibility with existing mortar
3. Performance in completed projects
4. Environmental conditions within enclosed scaffolding
5. Curing of mortar and approach to maintenance

3.2.5 Management of Services:

The Proponent shall describe how he /she proposes to perform the services and meet the constraints; how the services will be managed to ensure continuing and consistent control as well as production and communication efficiency; how the team will be organized and how it will fit in the existing structure of the firms; to describe how the team will be managed. The proponent is also to identify sub-consultant disciplines and specialists required to complete the consultant team.

If the Proponent proposes to provide multi-disciplinary services which might otherwise be performed by a sub-consultant, this should be reflected here.

Use a maximum of three (3) pages.

Information that should be supplied:

- Confirm the makeup of the full project team including the names of the consultant sub-consultants and specialists personnel and their role on the project.
- Organization chart with position titles and names (Consultant team). Joint Venture business plan, team structure and responsibilities, if applicable
- What back-up will be committed Work Plan - detailed breakdown of work tasks and deliverables
- Indicate how the work plan and schedule will be managed
- Preliminary Communication strategies
- Response time: demonstrate how the response time requirements outlined in PA-4 will be met

3.3 EVALUATION AND RATING

In the first instance, price envelopes will remain sealed and only the technical components of the proposals which are responsive will be reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the following to establish Technical Ratings:

To be considered further, proponents must achieve a minimum Technical Rating of sixty-five (65) points out of the hundred (100) points available as specified above. No further consideration will be given to proponents not achieving the pass mark of sixty-five (65) points.

Criterion	Weight Factor	Rating	Weighted Rating
Achievements of Proponent on Projects	2.5	0 - 10	0 - 25
Achievements of Key Sub-consultants / Specialists on Projects	1.5	0 - 10	0 - 15
Achievements of Key Personnel on Projects	2.0	0 - 10	0 - 20
Understanding the Project	1.5	0 - 10	0 - 15
Management of Services	2.5	0 - 10	0 - 25
Technical Rating	10		0 - 100

Generic Evaluation Table

PWGSC Evaluation Board members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion using the generic evaluation table below:

NON RESPONSIVE	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0	1-2 points	3-4 points	5-6 points	7-8 points	9-10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates expert understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be easily corrected	No significant weaknesses	No apparent weaknesses
	Proponent lacks qualifications and experience	Proponent does not have minimum qualifications and experience	Proponent has minimum qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers all components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this project's needs	Sample projects generally not related to this project's needs	Sample projects generally related to this project's needs	Sample projects directly related to this project's needs	Leads in sample projects directly related to this project's needs

	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Minimum acceptable capability, should meet minimum performance	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results
--	---	--	--	--	---

To be considered further, proponents must achieve a minimum Technical Rating of sixty-five (65) points out of the hundred (100) points available as specified above. No further consideration will be given to proponents not achieving the pass mark of sixty-five (65) points.

SRE 4 PRICE OF SERVICES

All price proposal envelopes corresponding to responsive proposals which have achieved the pass mark of sixty-five (65) points will be opened upon completion of the technical evaluation. An average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened.

All price proposals which are greater than twenty-five percent (25%) above the average price will be set aside and receive no further consideration.

The remaining price proposals are rated as follows:

The lowest price proposal receives a Price Rating of 100

The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of 0.

On the rare occasions where two (or more) price proposals are identical, the matching price proposals receive the same rating and the corresponding number of following ratings are skipped.

The Price Rating is multiplied by the applicable percentage to establish the Price Score.

SRE 5 TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Technical Rating	0 - 100	90	0 - 90
Price Rating	0 - 100	10	0 - 10
Total Score		100	0 - 100

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Buyer ID - Id de l'acheteur

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Client Ref. No. - N° de réf. du client

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File No. - N° du dossier

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CCC No./N° CCC - FMS No/ N° VME

The Proponent receiving the highest Total Score is the first entity that the Evaluation Board will recommend for the provision of the required services. In the case of a tie, the proponent submitting the lower price for the services will be selected.

SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST

The following list of documents and forms is provided with the intention of assisting the Proponent in ensuring a complete submission. The Proponent is responsible for meeting all submission requirements.

Please follow detailed instructions in R1410T General Instructions to Proponents, GI16 Submission of Proposal. Proponents may choose to introduce their submissions with a cover letter.

- | | |
|---|--|
| - Team Identification | - See typical format in Appendix B |
| - Declaration/Certifications Form | - Completed and signed - form provided in Appendix C |
| - Code of Conduct Certifications | - List of directors/owners |
| - Proposal | - One (1) original plus six (6) bound copies |
| - Front page of RFP | - Completed and signed |
| - Front page(s) of any solicitation amendment | - Completed and signed |

In a separate envelope:

- | | |
|---------------------|---|
| Price Proposal form | - One (1) completed and submitted in a separate envelope. |
|---------------------|---|

In a separate envelope in accordance

with Appendix D

Clearly addressed:

PRICE PROPOSAL,

Bedford Row Exterior Wall Masonry Repair

Halifax, Nova Scotia

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Buyer ID - Id de l'acheteur

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CCC No./N° CCC - FMS No/ N° VME

APPENDIX A

PROJECT BRIEF

Description of Project

PD 1 Project Identification

PD 2 Project Objectives

PD 3 Project Background

PD 4 Sustainable Development

PD 5 Code Compliance

PD 6 Risk Management

PD 7 Health and Safety

PD 8 Project Delivery Approach

PD 9 Existing Documentation

PD 10 Consultant Services

Description of Services

- PA 1 PWGSC Project Management
- PA 2 Lines of Communication
- PA 3 Media
- PA 4 Project Response Time
- PA 5 Official Languages
- PA 6 Software Requirements

Required Services

- RS 1 Pre-Design Services
- RS 2 Concept Design
- RS 3 Design Development
- RS 4 Construction Documents
- RS 5 Tender Call, Bid Evaluation & Construction Contract Award
- RS 6 Construction and Contract Administration
- RS 7 Commissioning

Additional Services

- AS 1 Resident Construction Services

DESCRIPTION OF SERVICES

PROJECT ADMINISTRATION

PA-1 PWGSC PROJECT MANAGEMENT

The Project Manager assigned to the project is the Departmental Representative.

The Project Manager is responsible for the administration and progress of the project. The Project Manager is the liaison between the Consultant, Public Works and Government Services Canada and the Client Departments.

Public Works and Government Services Canada administers the project and exercises continuing control over the Consultant's work during all phases of development. Unless directed otherwise by the Project Manager, the Consultant obtains all Federal requirements and approvals necessary for the work.

PA-2 Lines of Communication

Unless otherwise directed by the Departmental Representative, the consultant shall communicate with the Departmental Representative on all financial and work scope issues. Communication with the PWGSC Resource Team Leader on conservation and design issues will be through the Departmental Representative and decisions made will be formally documented.. There will be no contact with PWGSC facility management or building tenants.

During construction tender call there shall be no direct official contact between the consultant and the bidders.

During construction there shall be no direct official contact between the consultant and the contractor. PWGSC will be the authorizing body and contracting authority. See PA-3 below for all communication and requests for information from any media, including those that arise through social media.

PA-3 Media

The Consultant shall not respond to requests for project related information or questions from the media. Such inquiries are to be directed to the Departmental Representative.

PA-4 Project Response Time

It is necessary that key personnel, or their designated substitutes, of the successful proponent, sub-consultants or specialist firms be available to attend meetings or teleconferences and respond

to inquiries within a reasonable length of time. For example, during construction, the qualifiers listed below will require the associated response time:

Urgent - warrants a response within two (2) hours because to leave it outstanding any longer would, for example, adversely affect the continuance of work on site if not resolved immediately or potentially create a safety hazard

High Priority - requires a response within one (1) day to avoid delays

All other items - to be addressed within three (3) days

PA-5 Official Languages - Bilingual Services and Deliverables

This project requires specific services and deliverables in both of Canada's official languages.

The final construction contract documents (plans and specifications) and all addenda are to be prepared in French and English.

Meeting minutes and all reports will be submitted in English.

During construction, the Consultant resident site representative shall be able to communicate (orally and in writing) in English.

A bilingual Resident Site Representative may be required if the contractor is francophone.

PA-6 Software Requirements

Digital documents must be provided in the latest version of the following software:

For Written Reports and Studies:	MS Word or Lotus WordPro
For Spreadsheets and Budgets:	MS Excel or Lotus 123
For Presentations:	MS Power point or Lotus Freelance Graphics
For Drawings:	AutoCAD
For Specifications:	NMS Edit Plus
For Schedules:	MS Project
For Document Transfer	Adobe Acrobat Writer

REQUIRED SERVICES

RSG Required Services General

General Requirements apply to all phases of the project from RS1 to RS6.

RSG.1 APPROVAL TO PROCEED

At the beginning of each phase of the project, the Consultant shall obtain written approval from the Departmental Representative before proceeding with the work.

RSG.2 AUTHORITIES HAVING JURISDICTION

Formal presentations are required to PWGSC for the investigation and design. Refer to the Required Services sections for details. It is the contractor's responsibility to make formal presentations to authorities having jurisdiction if required. Ad hoc presentations may be required to PWGSC committees and management.

Work in progress will be reviewed by the PWGSC Departmental Representative, as well as various authorities, in-house project team members and stakeholders. Contract documents will be reviewed by PWGSC at stages found in RS-4.

Although the Government of Canada does not formally recognize jurisdiction at other levels of government, voluntary compliance with the requirement(s) of these other authorities is a requirement unless otherwise directed by the Departmental Representative.

The Consultant shall identify jurisdictions appropriate to the project. In cases of overlap, the most stringent will apply.

It is the Consultant's responsibility to obtain the required approvals from the authorities having jurisdiction.

As the building tenants are federal government employees, the requirements of the Canada Occupational Safety and Health Regulations shall apply to this project.

Some typical authorities and their jurisdiction are listed below. This is not a comprehensive list. Note that PWGSC will liaise with the Federal Heritage Building Review Office (FHBRO).

Human Resources and Skills Development Canada:

HRDC)

Fire Protection Services

Environment Canada:

Environmental considerations

NS Department of Labour and Advanced Education:

Employment Standards

Construction Safety

Designated Substance Mgt.

Worker's Compensation

Nova Scotia Environment:

Building discharge
Designated substance disposal

RSG.3 HERITAGE CONSERVATION APPROACH

In undertaking this project, the Consultant will identify a conservation approach based on the Federal Heritage Building Review Office (FHBRO) "Standards and Guidelines for the Conservation of Heritage Places in Canada".

The conservation approach applies to all project phases and deliverables, including:

- Documenting and assessing the condition of the exterior masonry
- Developing options and analyzing the impact on heritage values
- Carrying recommendations through design and construction phases

The Consultant shall provide the highest standard of architectural design, based upon recognized design principles for historic structures.

RSG.4 COST MANAGEMENT

RSG.4.1 Cost Specialist

Delivering the project on budget is a high priority. A fully qualified cost planning, cost estimating and cost control resource referred to herein as the Cost Specialist, with a demonstrated record of successful cost management on construction projects is required.

The Cost Specialist will be conversant with all aspects of construction cost estimating during the design stages. The Cost Specialist(s) shall be thoroughly experienced in costing masonry conservation work.

The Cost Specialist(s) must be proficient in all disciplines/sub-disciplines of the project and therefore, may be an individual or group. These specialists shall be expected to work in a team environment along with the Consultant, Departmental Representative & PWGSC Senior Cost Planner where co-ordination and understanding of all cost information is considered paramount.

The Cost Specialist(s) shall provide an interactive and continuous cost consulting service from the commencement of the project design through the construction completion and subsequent evaluation, including the preparation of complete estimates for all risks, construction trades, escalation, inflation and contingency cost. Major cost issues are to be identified in conjunction with Consultant's Risk Analysis

.

RSG.4.2 Reporting

Milestone Reporting: At each of the Milestones (for and within each RS Sector) specified in this document, provide a complete submission supported by all backup work sheets clearly detailing the process used in preparing the estimate. The detailed work sheets will be the prime basis on which estimates will be reviewed by PWGSC. Cost comparisons and cost reports identifying and

explaining the differences between each succeeding cost estimate and their cost effect are also required.

In addition, the Cost Specialist(s) shall fully co-ordinate all estimates with schedules provided by others.

A typical Milestone Report will contain:

- Project Estimate Summary.
- Estimate Back-up detail
- List of Assumptions
- Detailed measurement and pricing:
- Description of information obtained and used in the estimate including the date received;
- Listings of notable exclusions;
- listings of items/issues carrying significant risk.
- Estimate Reconciliation:
 - With last submission,
 - With Construction Plan,
 - Any other relevant information.

RSG.4.3 Submission Standards

The class "C", class "B" and class "A" cost estimates shall be submitted in the format indicated at each stage below.

Class 'C' (Indicative) Estimate:

to be in elemental cost analysis format latest edition issued by the Canadian Institute of Quantity Surveyors and based on a full description of the preferred schematic design option, construction/design experience, and market conditions.

Class 'B' (Substantive) Estimate:

to be in elemental cost analysis format latest edition issued by the Canadian Institute of Quantity Surveyors and based on design development drawings and outline specifications, which include the designs of all major systems and subsystems, as well as the results of all site/installation investigations.

Class 'A' (Substantive) Estimate:

to be in both elemental cost analysis format as well as trade divisional format latest edition issued by the Canadian Institute of Quantity Surveyors and based on completed construction drawings and specifications prepared prior to calling competitive tenders.

The Class 'A' Estimate is generally expected to be within 5% to 10% of the actual contract award price. Tendering risks should be included in the project risk plan and costed accordingly. The accuracy of Class 'A' estimates can be influenced by many factors, including complexity of project, volatile market, remote locations, tight schedules, and unclear contract documents.

Recognizing that estimates must follow the design decisions they represent, it is the Consultant's responsibility to ensure there is no lag. (i.e. Estimates are due with the balance of the submission they represent on the specified date).

The Cost Specialist is responsible for providing a complete cost estimate even though the information provided during the concept and design development phases are not firmly defined. The Cost Specialist shall make assumptions, confirm them with various disciplines and either list them as assumptions, or have them incorporated in an outline specification modified by the Consultant.

RSG.4.4 Techniques

The Cost Specialist is required to be familiar with and make use of a broad range of cost techniques, especially the following:

1. Risk Analysis - All construction estimates (except the final pretender estimate) shall include and identify design, estimating, inflation escalation, currency exchange allowances and limited availability of skilled trades as are deemed necessary in the light of the current information available.
2. The Cost Specialist shall provide a satisfactory explanation of the level and or amount of all such sums included within any estimate.
3. Project Research - The Cost Specialist(s) shall visit the proposed construction site to become familiar with site conditions, site access, etc., analyse local labour and material supply conditions, local bidding practices and competition to establish pricing levels.

RSG.4.5 Responsibilities to PWGSC

PWGSC will review all respects of the Cost Specialist's work on a continuing basis to determine the validity and completeness of the information provided. In the event PWGSC may identify areas of concern including errors and omissions as well as areas of inadequate detail or areas that require further explanation, the Cost Specialist shall re-examine the estimates provided and make such revisions as are subsequently agreed to be necessary and/or provide ample acceptable evidence that such corrections or amendments are not necessary.

No Action Abrogates Consultant's Responsibilities.

No acceptance or approval by PWGSC, whether expressed or implied, shall be deemed to relieve the Cost Specialist, or the Consultant, of professional or technical responsibility for the estimates and cost reports.

Neither does acceptance of an estimate by PWGSC in any way abrogate the Consultant's responsibility to maintain the specified Construction Cost Limit throughout the life of the project, or the requirement to redesign should the lowest acceptable bid differ significantly from the agreed Construction Cost Plan, unless and until the Departmental representative indicates otherwise in writing.

RSG.5 SCHEDULING SERVICES

The Consultant shall be responsible for preparing and monitoring the project schedule. Schedule control shall generally be provided using detailed Gant chart and critical path methods and will use the latest version of MS Project .

Schedule milestone updates will be required at the the conclusion of all Required Services sections from RS-2 to RS-7.

RSG.6 RISK MANAGEMENT

On a monthly basis during construction, and at other times throughout the project as required, the Consultant shall be responsible for providing risk management services as follows:

Identify risk events based on past experiences and using proposed checklist or other available lists.

Qualify/quantify probability of risk event (Low, Medium, High) and their impact (Low, Medium, High)

Prioritize risk events (i.e. concentrate efforts on risk events with High probability and Medium to High impact)

Develop risk response (i.e. evaluate alternatives for mitigation.)

RSG.7 INVESTIGATIONS AND TESTING DISBURSEMENTS

A maximum upset amount has been established in the Price Proposal Form to pay for the following items;

1. Construction labour and materials required to carry out investigative work on the exterior and interior, including reinstatement of disturbed areas (i.e. masons, painters, materials, cranes, boom trucks, etc.);
2. Testing during the investigation, design and construction periods of this project in order to assist in the assessment of existing conditions, design options and conformance to construction contract documents.

The consultant is to obtain approval from the Departmental Representative prior to entering into contract for these items and is to tender these items where the contract amounts are deemed significant by the Departmental Representative.

RSG.8 SUBMISSIONS

Consultant to provide one electronic and six paper copies of all deliverables unless noted otherwise.

RS 1 PRE-DESIGN SERVICES

1.1 INTENT

The objective of this stage is for the Consultant to review existing documentation; carry out a detailed on site investigation and report on investigation findings. The Consultant will prepare contract documents based on their Investigation Work Plan which will be used for to tender a Contractor to carry out the investigative work under the direction of the Consultant, working with PWGSC. The results of the investigation will be summarized in a Pre-Design Report for presentation to PWGSC in Halifax.

1.2 Scope and Activities

- The Consultant scope and activities shall include, but are not limited to the following:
 - Attend project start up meeting/site visit
 - Review available existing information and reports
 - Prepare Work Plan for building site investigation for review by Departmental
 - " Prepare Investigation Work Plan for building site investigations necessary for Pre-Design Report for review by Departmental Representative. Work Plan to include estimates of construction labour, materials and machinery required; material testing, masons, materials, cranes, boom trucks, etc., and an estimate of construction investigation costs and other disbursements required.
 - " Prepare all construction contract documents for tender by others.
 - " Prepare all safety related design features - hoarding, street and sidewalk overhead protection etc. Review construction investigation Contractor's scaffolding plan and safety plan.
 - Review and analyse regulatory and statutory requirements
 - "Working closely with PWGSC & the construction investigation Contractor, participate in the building & site Investigation.
 - Carry out detailed site investigation of stone facades, penthouse structures, parapets and associated flashings and coverings, where required or directed.
 - Document all brick and stone damage in sufficient detail to be able to recommend remedial action on a stone by stone basis. This information shall be superimposed on the photogrammetric drawings
 - Investigate any potential damage to the back up walls and structure
 - Arrange for material testing on existing materials as required.
 - Prepare Pre-Design report

Deliverables

1. Investigative Work Plan for building/site investigation with cost estimate.
2. Site specific safety plan for the site investigation work. Submit for review by the Departmental Representative prior to commencing site investigation.
3. Pre-Design Report for review and approval by the Departmental Representative, which shall include but not be limited to the following:
 - Identify and verify all authorities having jurisdiction over the project

- Identify applicable codes, regulations and standards
- Site features and restrictions (i.e. landscape features, setback requirements, easements, above grade services, etc.)
- Document findings of on-site investigation work including probable causes of deterioration

RS-2 CONCEPT DESIGN

2.1 INTENT

To explore technical solutions to building envelope problems and analyze them against priorities and project objectives previously identified. Out of this process, present technical recommendations and alternatives where they exist, for consideration. Upon approval, prepare one option and proceed to Design Development.

2.2 Scope and Activities:

Obtain written approval from Departmental Representative for development of technical recommendations based on the analysis of the Project Requirements.

- Prepare alternate approaches exploring possible technical strategies which are viable and have potential for development.
- Arrange for material testing as required.
- Analyze each solution with regard to the project objectives including cost, schedule, risks and opportunities.
- Recommend one option, and/or one option for each different problematic condition, for further development with all supporting background and technical justifications.
- Determine what additional testing/surveys will be required during the subsequent design development and final design stages. Include recommendations on any mortar testing and mortar test panels required for selection of final mortar mixes.
- Analyse each option with regard to maintenance.
- Analyse each option in regards to site restrictions.

2.3 Deliverables

Prepare and submit a Concept Design report to include the following:

- Description of the technical recommendations for building envelope repairs, including options where they exist
- Class 'C' construction cost estimate in elemental cost breakdown format for each option
- Project milestone schedule with estimated construction timeline
- Risk/Opportunity implications and mitigation strategies
- Recommendation of preferred solutions
- List of testing/surveys required during subsequent stages.

Technical recommendations can be presented in sketch format (single line, drawn freehand to scale), fully integrated and supported by conservation solutions for the various types of

deterioration and deficiencies. Provide sufficient analytical data, calculations and narrative to allow for comparison and analysis of options against project requirements of PWGSC.

2.4 Presentation

- Present, with key members of the design team, the various technical recommendations and options to the Departmental Representative and the PWGSC review committee. Presentation to take place in Halifax, NS.
- The result of this presentation will be the selection of the preferred option/s by PWGSC.

RS-3 DESIGN DEVELOPMENT

Note:

At the conclusion RS-3, the Department Representative will seek secure Effective Project Approval (EPA) to continue the project. EPA is not guaranteed and is necessary for completing the project. In the case EPA is not granted, the Consultant may be tasked with progressing the work to 66% submission of contract documents.

3.1 INTENT

To further develop the preferred technical solutions chosen from those presented at the Concept Design stage.

3.2 SCOPE AND ACTIVITIES:

3.2.1 General

- Obtain written approval from Departmental Representative for development of the proposed Concept Design .
- Develop generic design details to address required repairs based on approved approaches.
- Develop preliminary version of specifications based on the latest version of the National Master Specification format.
- Develop site design.
- Analyze the constructability of the project and advise on the construction process and duration.
- Review all applicable statutes, regulations, codes and by-laws in relation to the design of the project. Submit to authorities having jurisdiction for their review and comments.
- Note that submission of the Concept Design to the FHBRO will be undertaken by PWGSC.
- Update budget, schedule and risk analysis.
- Present design to Departmental Representative and PWGSC design review committee in Halifax, NS.

The final design will be used to prepare the EPA submission. The Consultant may be asked to prepare presentation documents for EPA. Submission to the Regional FHBRO Review Committee will be the responsibility of PWGSC.

3.2.2 Details - Site Design

Refine, develop, and prepare site design that includes:

- Site features and restrictions
- Protection of sidewalks and building entrances; traffic restrictions; compliance with authorities having jurisdiction; areas required for contractor's use; proposed use of scaffolding at all elevations with associated site layout;
- Construction yard
- 3.2.3 Details - Construction cost estimate, Schedule, and Risk Analysis
- Prepare class 'B' construction cost estimate;
- Prepare cost summary report and cost exception report;
- Update milestone project schedule, complete with summary of revisions and mitigation strategies (if significant change occurs);
- Update risk implications and mitigation strategies.

3.3 DELIVERABLES

Prepare and submit an integrated design development report to include the following:

- Drawings - details, elevations, site features/restrictions, site design
- Specifications
- Technical data sheets of recommended products
- Construction cost estimate
- Narrative on heritage conservation approach
- Construction schedule including phasing if required
- Risk Analysis
- Review comments from authorities having jurisdiction
- Updated milestone schedule

RS-4 CONSTRUCTION DOCUMENTS

Note:

Refer to introductory note of RS-3 Design Development regarding the Effective Project Approval (EPA) stage.

4.1 INTENT

To translate the design development documents into construction drawings and specifications and refine the construction cost estimate.

To provide bilingual construction contract documents for tendering purposes.

4.2 SCOPE AND ACTIVITIES

4.2.1 General

Obtain written authorization from the Departmental Representative before proceeding with the Construction Documents stage.

The Construction Contract documents will be in English. Translation from English to French will take place after acceptance by PWGSC of the each contract document submission. The Consultant may have to revisit some parts of the translation as the work progresses.

After acceptance by PWGSC of the 100% construction contract documents, the consultant will wait for PWGSC to procure funding to proceed to tender and construction.

Submit drawings, specifications, cost estimates, construction schedule and risk analysis at the 33, 66, 99 and 100% completion stages.

33% complete indicates substantial technical development of the project

At the 66% completion stage, submit drawings and specifications to the Departmental Representative and to the authorities having jurisdiction for their review and comments. Submit the latest Cost Estimate for review.

99% complete is the submission of complete construction documents, ready for tender call and submission to local authorities for permit purposes. The Class 'A' estimate is required at this stage.

100% complete is the final submission incorporating all revisions required in the 99% version and is intended to provide PWGSC with complete construction documents for tender call. The Class A estimate is updated at this stage.

Participate in technical review meetings after each submission.

Provide written response to all review comments and incorporate them into Construction Documents where required.

Obtain written authorization from the Departmental Representative before proceeding with the subsequent construction document completion stage submission.

Non-compliance with the approved "B" level estimate will require revisions to the contract documents at the Consultant's expense.

Prepare scope and specification for required testing services during construction.

4.2.2 Details - Construction cost estimate, Schedule, and Risk Analysis

- Prepare milestone cost summary report and cost exception report
- Update work breakdown structure, complete with summary of revisions and mitigation strategies (if significant change occurs)
- Update milestone project schedule, complete with summary of revisions and mitigation strategies (if significant change occurs)
- Update risk implications and mitigation strategies
- Class 'A' estimate deliverable at 99% completion of the contract documents.
- Final pre tender class 'A' estimate upon completion of the contract documents using 100% measured quantities

4.2.3 Details - Technical review meetings

- Production of construction documents will be reviewed by PWGSC.
- PWGSC support staff will be present as arranged by the Departmental Representative.
- Consultant shall ensure that his staff and the sub-consultant representatives attend the technical review meetings as required.
- Consultant shall arrange for all necessary data, progress prints, etc.
- Consultant shall prepare minutes of the meetings and distribute copies to all participants.

DELIVERABLES

33%, 66%, 99% and 100% submissions as described above. The drawings and specifications are to conform to the following documents which form part of this Request for Proposal:

- Copies of comments from authorities having jurisdiction
- 100% completion stage submission drawings to conform to the following documents which form part of this Request for Proposals:
 - Appendix 'E' Doing Business with AES
 - Electronic Version of Drawings and Specifications:
 - Electronic true copy of the final submission drawings and specifications on one or multiple CD-ROM in Portable Document Format (PDF) in accordance with the attached Appendix 'E'.
- The PDF files should, to the greatest extent possible, be derived from the native software in which they were created and must not have password protection and printing restrictions. A reference guide providing basic information on the conversion of construction drawings in PDF is available at Appendix 'E' - Basic Reference Guide on Converting Construction Drawings in Portable Document Format (PDF). The electronic true copy of drawings and specifications is for tendering purposes only and does not require signing and sealing. The original signed and sealed hard copy of drawings and specifications submitted under Paragraph 4.2.1 will be the version used by the successful contractor for construction and all permit purposes, It is recommended that the hard copy

submission be printed from the PDF version to eliminate the possibility of conflicts between the hard copy and electronic versions.

Electronic Version of Addenda:

Addenda, where needed, will be in electronic format (PDF) without password protection and printing restrictions.

RS-5 TENDER CALL, BID EVALUATION & CONSTRUCTION CONTRACT AWARD

5.1 INTENT

Support PWGSC's efforts to obtain and evaluate bids from qualified contractors to construct the project as per the Tender Documents.

Support the award of the construction contract according to government regulations.

5.2 SCOPE AND ACTIVITIES

- Attend and prepare minutes of the bidders' briefing meeting(s) to be held in Halifax;
- Provide information required by bidders to fully interpret the tender documents;
- Evaluate requests for product substitution during tender period;
- Prepare addenda for issuance by PWGSC;
- Examine and report on any cost and schedule impact created by issue of tender addenda;
- Review low tender cost in comparison to the pre-tender Class "A" estimate;
- Report on and explain variances between the low tender cost and the pre-tender estimate;
- If the tender result is higher than the Consultant's Class 'B' estimate prepared in RS 3, the Consultant may be required, at the Consultant's cost and at the Departmental Representative's discretion, to revise the contract tender documents to bring the cost of the work within the limits of the Class 'B' estimate.

5.3 DELIVERABLES

- Addenda where needed
- Sketches for clarification of design intent and construction details where necessary
- Changes to the documents, if re-tendering is necessary
- Updated cost estimate and schedule

RS-6 CONSTRUCTION AND CONTRACT ADMINISTRATION

Note:

At the conclusion of the tender in RS-5 a decision will be taken whether to proceed to construction or not. The Consultant will obtain written authorization from the Departmental Representative if the project proceeds to the Construction and Contract Administration stage.

Note:**Work Suspension due to Environmental Conditions:**

The Consultant will monitor the construction contractor's environmental conditions appropriate to the proper drying and setting up of mortar and advise the Departmental Representative when the proper conditions can't be met due to prolonged adverse weather conditions - extended extreme cold, excessive heat or dryness etc. The Departmental Representative may suspend the work for several months until the proper environment returns. Without an additional increase to their fee, the Consultant will assist in the temporary work suspension, suspend their work and start-up again when consistent stable conditions are achievable.

6.1 INTENT

To implement the project in compliance with the Contract Documents and to direct and monitor all necessary or requested changes to the scope of work during construction and close-out.

6.2 SCOPE AND ACTIVITIES**6.2.1 General**

- The Consultant shall obtain written authorization from the Departmental Representative before proceeding with the Construction and Contract Administration stage.
- During the implementation of the project, the Consultant is to undertake the prime role in dealing with the construction contractor, solving problems on site and acting on PWGSC's behalf to the extent provided in this document.
- Review contractor safety plan.
- Review contractor's scaffolding plan.
- Carry out the review of the work at intervals appropriate to determine if the work is in conformity with the Contract Documents.
- Arrange for material testing as required in accordance as required.
- Keep PWGSC informed of the progress and quality of the work and report any defects or deficiencies in the work observed during the course of the site review.
- Determine the amounts owing to the Contractor based on the progress of the work and certify payments to the contractor.
- Act as interpreter of the requirements of the Contract Documents.
- Provide cost advice during construction.
- Advise the Departmental Representative of all potential changes to scope for the duration of the implementation.
- Provide technical advice to resolve site or construction conditions, client requests and construction errors.
- Review the Contractor's submittals of samples, shop drawings, substitution requests and design changes.
- Prepare, negotiate, recommend and justify change orders for issue by the Department Representative.
- Indicate any changes or material/equipment substitutions on Record Documents.

Note: The term "ensure" in this contract means "to take reasonable and appropriate action with the authority delegated" to the consultant.

6.2.2 Details - Construction Meetings

- Immediately after contract award arrange a start-up meeting with the Contractor and the Departmental Representative. Prepare minutes of the meeting and distribute copies to all participants and to other persons agreed upon with the Departmental Representative.
- Attend bi-weekly job meetings. The meetings should include affected sub-consultants.

6.2.3 Details - Project Schedule

- Obtain Project Schedule as soon as possible after contract award and ensure proper distribution.
- Monitor the approved construction schedule, take necessary steps to ensure that the schedule is maintained and submit a detailed report to the Departmental Representative concerning any delays or changes to the schedule.
- Keep accurate records of causes of delays.
- Make every effort to assist the Contractor to avoid delays.

6.2.4 Details - Time Extensions

- Only the Departmental Representative may approve any request for Time Extensions. Approval will be issued in writing by the Departmental Representative. Review any request for Time Extension and make recommendation to the Departmental Representative to approve or disapprove.

6.2.4 Details - Cost Breakdown

Obtain and review Contractor's detail cost breakdown. Approved cost breakdown will form the basis of all future progress claims.

6.2.5 Details - Sub-contractor Changes

The Contractor is required to use the sub-contractors listed on the tender form unless a change is authorized by the Departmental Representative. Changes are only considered when they involve no increase in cost. Review all requests for changes of sub-contractors, and submit recommendations to the Departmental Representative.

When sub-contractors have not been listed on the Tender Form, obtain the list from Contractors not later than 10 working days after date of award.

6.2.6 Details - Labour Requirements

The Contractor is bound by the Contract to maintain competent and suitable workers on the project and to comply with the Canada Department of Labour - Labour Conditions. Inform the Department of any labour situations that appear to require corrective action by the Department.

The Consultant shall ensure that a copy of the Labour Conditions for the Contract is posted in a conspicuous place on site.

6.2.7 Details - Bylaw Compliance

Ensure that construction complies with applicable bylaws and regulations.

Matters pertaining to the Department of Labour shall be referred to the Departmental Representative.

6.2.8 Details - Construction Safety

All construction projects that are occupied by federal employees during construction are subject to the Canada Occupational Safety Act and Regulations as administered by Health Canada, as well as the provisions of the Canada Labour Code.

Fire safety provisions during construction must comply with FCC Standards 301 and 302, administered by the Fire Commissioner Canada

In addition to the above, the Contractor must comply with the provincial and municipal safety laws and regulations, and with any instructions issued by the officers of these authorities having jurisdictions relating to construction safety.

Ensure the Contractor is mandated to provide all required coordination, isolation, protection and reinstatement of the fire protection and suppression systems through out construction. Notify the Construction Safety Coordinator each time the fire protection and suppression system is bypassed and advise estimated reinstatement time. Ensure the Contractor is mandated to provide Watchman Service as defined in FC 301 and by the Fire Commissioner.

6.2.9 Details - Site Inspections

To be carried out bi-weekly by consultant's design team specialists, supplemented by part time resident site inspector, as described in section RS-7.

Ensure compliance with contract documents.

Establish a written understanding with contractors as to what stages or aspects of the work are to be inspected prior to being covered up.

Assess quality of work and identify in writing to the Contractor and to the Department all defects and deficiencies observed at time of such inspections.

Any directions, clarifications or deficiency list shall be issued in writing to PWGSC.

6.2.10 Details - Clarifications

Provide clarifications on Plans and Specifications or site conditions, as required in order that project not be delayed.

6.2.11 Details - Progress Reports

Report to the Department regularly on the progress of the work. Submit weekly reports.

6.2.12 Details - Work Measurement

Assess and record construction progress in order to verify monthly progress claims and the Substantial completion and Final certificate of completion.

6.2.13 Details - Detail Drawings

Provide for the Department's information any additional detail drawings as and when required to properly clarify or interpret the contract documents.

6.2.14 Details - Shop Drawings

At beginning of the construction contract, provide, monitor and maintain a log of shop drawings required by the construction contract.

Review all shop drawings, keep records of shop drawing receipt, return, approval status.

On completion of project forward three copies of reviewed shop drawings to the Department. Ensure that shop drawings include the project number and are recorded in sequence.

Verify the number of copies of shop drawings required.

Approved Shop drawings shall be stamped: "Checked and Certified Correct for Construction" by the Contractor and stamped: "reviewed for general conformance with design" by the Consultant before return to the Contractor. Send one copy of reviewed shop drawings to Departmental Representative.

Consultant will return reviewed shop drawings to contractor within five working days.

Prepare list of surplus materials required in the construction contract, monitor contractor's submission of surplus materials to ensure all maintenance materials have been turned over to Departmental Representative.

Make available to the Contractor electronic copies of the contract drawings for the purpose of performing shop drawings.

6.2.15 Details - Material Testing

Prior to tender, provide Departmental Representative with recommended list of tests to be undertaken, including on site and factory testing.

Arrange for testing services and brief testing firm on required services, distribution of reports, communication lines, etc.

Review all test reports and take necessary action with Contractor when work fails to comply with contract.

Immediately notify Project Manager when tests fail to meet project requirements and when corrective work will affect schedule.

6.2.16 Details - Construction Changes

The Consultant does not have authority to change the work or the price of the Contract.

Changes which affect cost or design concept must be approved by the Departmental Representative.

Upon becoming aware of the need for a change to the contract documents, prepare a Contemplated Change Order Notice and submit to Departmental Representative for approval to obtain a quotation from the Contractor. Obtain quotation from contractor, review, negotiate the change order amount to acceptable value and make recommendation for approval to Department Representative.

Review any claims for additional payment from contractor, determine if claim is a valid extra in consideration of the contract documents and make recommendations to Departmental Representative for payment.

The Department will issue Consultant-prepared Change Orders to the Contractor, with copy to Consultant.

All changes, including those not affecting the cost of the project, will be covered by Change Orders.

The practice of "trade offs" is not allowed.

6.2.17 Details - Contractor's Progress Claims

Each month the Contractor submits a progress claim for work and materials as required in the Construction Contract.

The claims are made by completing the following forms where applicable:

- Request for Progress Payment
- Statutory Declaration Progress Claim
- Letter of Good Standing with the provincial workers compensation legislation

Review and sign designated forms and promptly forward claims to the Department for processing.

Submit with each progress claim:

- Updated schedule of the progress of the work.
- Photographs of the progress of the work.

6.2.18 Details - Materials On Site

- The Contractor may claim for payment of material on site but not incorporated in work.
- Material must be stored in a secure place designated by the Department.
- List of materials with price must accompany claim; Consultant shall check and verify the list.
- Items shall be listed separately on the Detail Sheet after the break-down list and total.
- As material is incorporated in the work the cost must be added to the appropriate Detail item and removed from the material list.

6.2.19 Details - Acceptance Board

Inform the Department when satisfied that the project is substantially completed. The Consultant shall ensure that his representative, his sub-consultant representatives, Departmental Representative shall form part of the Project Acceptance Board and attend mutually organized meetings as organized by the Department. Arrange for Inspection authorities such as Fire Commissioner, Electrical Inspection, etc.

The Acceptance Board shall inspect the work and list all unacceptable and incomplete work on a designated form. The Client shall accept the project from the Contractor subject to the deficiencies and uncompleted work listed and priced. Perform additional inspections as required until all deficiencies have been corrected. Advise Departmental Representative on status of deficiency correction.

6.2.20 Details - Substantial Performance

Payment requires completion and signing, by the parties concerned, of the following documents:

- Certificate of Substantial Performance
- Statutory Declaration Interim Certificate of Completion
- Letter of Good Standing with the provincial workers compensation legislation
- List of deficiencies with a schedule for completion of deficiencies.

Verify that all items are correctly stated and ensure that completed documents and any supporting documents are furnished to the Department for processing.

6.2.21 Details - Field Review Certificate

Satisfy municipal and provincial regulations with respect to performing Field review inspections to satisfy conditions regarding issuance of building permits.

Perform required inspections and professionally stamp applicable commitment certificates.

6.2.22 Details - Final Inspection

Inform the Departmental Representative when satisfied that all work under the contract has been completed, including the deficiency items noted at the Interim Inspection. The Departmental Representative reconvenes the Acceptance Board which makes a final inspection of the project. If everything is satisfactory the Board makes final acceptance of the project from the Contractor.

6.2.23 Details - Final Certificate

- The final payment requires completion and signing, by the parties concerned, of the following documents:
- Certificate of Completion
- Statutory Declaration Final Certificate of Completion
- Workers Compensation Clearance Certificate
- Other items as required by authorities having jurisdiction and as required in the contractors' construction contract.

Verify that all items are correctly stated and ensure that completed documents and any supporting documents are furnished to the Department for processing.

6.2.24 Details - Take-over and Warranty

The official take-over of the project or parts of the project, from the Contractor is established by the Departmental Representative. The date of Certificate of Substantial Performance signifies commencement of the warranty period for work completed on the date of each certificate in accordance with the General Conditions of the Contract.

Provide Departmental Representative with original copy of Contractor's warranties for all materials and work covered by an extended warranty or guarantee, according to the conditions of the specifications. Verify their completeness and extent of coverage.

Two months prior to the expiration of the warranty, carry out a warranty inspection and produce a report. This inspection is to be performed by Consultant, the architect, the masonry conservator and the structural engineer involved in the design. Consultant to discuss with the building manager to become aware of their concerns and observations about the performance of the building envelope. The inspection will include random sampling of the work including areas that can not be reached from the ground or adjacent roofs.

The report is to identify the following:

- all items covered under the warranty which require corrective measures
- adjustments, if required, to the maintenance plan
- any concerns with the design which could be used as lessons learned
- Arrange and pay for elevating devices for inspection purposes.

6.2.25 Details - As-Built and Record Drawings and Specifications

Following the take-over, obtain copy of marked-up as-built records from the Contractor. Check and verify all as-built records for completeness and accuracy. Update CAD files to include as-built information.

Provide marked-up as built records from contractor and updated CAD files to Departmental Representative within (8) weeks of final acceptance.

6.3 DELIVERABLES

- Minutes of construction start up meeting
- Written reports from site visits including persons involved
- Written reports on the progress of the work and the cost of the project at the end of each month
- Minutes of biweekly progress meetings
- Additional detail drawings when required to clarify, interpret or supplement the Construction Documents
- Copies of Contemplated Change Notices and Change Orders.
- Results of material testing
- Copies of approved shop drawings
- Interim or Final certificates
- As built records

- Maintenance Manuals
- Recommended Maintenance Plan

RS-7 COMMISSIONING

7.1 INTENT

To define the operational and performance requirements that PWGSC expect from this project. To ensure that responsibility for meeting these requirements and demonstrating compliance is defined in the design and contract documents.

To document the operations, maintenance and management requirements, and transferring the completed works to PWGSC. To minimize the life-cycle operating and maintenance costs.

For this project, Commissioning is not intended to provide a detailed specification for inspection of work or materials incorporated in the work as this work is covered under

RS 7.

As commissioning occurs in all stages of the project, an appropriate portion of the fees for commissioning is to be included in RS1 to RS7.

7.2 SCOPE AND ACTIVITIES

The Consultant will be responsible for the delivery of all Commissioning activities as noted herein. The scope and activities described are required to ensure the effective transfer of responsibility from Project Deliverables to the ongoing maintenance of the building envelope and cladding system. Although Commissioning activities occur in all stages of the project, most of the specific deliverables are described in the RS 7 section of the RFP.

Commissioning shall include, but not necessarily be limited to, the following:

- Preparation of the Project Manual;
- Development and preparation of the Building Envelope Maintenance Plan;
- Development and delivery of training program for PWGSC Property management staff;
- Training support for PWGSC.

7.3 COMMISSIONING DETAILS

7.3.1 Project Manual

The Consultant may choose to specify that some of the deliverables related to this manual be provided by the Contractor, however, the Consultant remains responsible for it's completeness and conformance to the specification.

The consultant shall prepare a comprehensive Project Manual including:

- Heritage recording of work through record documents, record CAD drawings, detailed written and graphic description of repairs and conservation treatments, materials, mortar mixes, material field test results;
- Contractor as-built drawings, specifications, shop drawings, submittals and samples, reviewed, packaged and indexed;
- Manufacturer's maintenance information for building envelope components;

-
- Interim and final certificates of completion including respective reviews and acceptances;
 - Final updated originals (hard copy and electronic) Consultant record drawings;
 - Warranty deficiency list;
 - Final warranty review and report including extended warranty documentation;
 - Post-construction evaluation.

In addition, the manual is to include a photographic chronicle of the project illustrating:

- Cladding systems failures and how they were addressed;
- Examples of stone failures and repair techniques used;
- Examples of mortar failure and repair techniques used;
- Examples of caulking failure and repair techniques used;
- Detailed Mortar mix design and specification;
- Caulking material specification;
- Any material/product warranties which fall outside of the specified warranty period;
- Application considerations for mortar and caulking repairs;
- Back-up wall considerations for the cladding system;
- Any considerations for the building structure that need to be part of the Manual;
- If wall sensors have been included in the design, describe their use and any ongoing maintenance;
- Consideration of the building windows in relation to the cladding system and specific maintenance required to support the ongoing maintenance of the windows;
- Additional material as appropriate to support the successful long term maintenance of the building cladding system.

7.3.2 Building Envelope Maintenance Plan

The consultant will acquire specific detailed knowledge concerning the masonry wall system and related building envelope components of GOCB Moncton during the course of the project.

PWGSC requires a project-specific 30-year Masonry/Envelope Maintenance Plan, reflecting that knowledge, to be provided by the consultant.

The purpose of the plan will be to guide annual and periodic maintenance work to all components of the wall system from the parapet flashing to the ground line.

The Consultant is responsible for the preparation of the detailed Building Envelope Maintenance Plan that will identify anticipated categories and timings for ongoing building envelope system maintenance projects over a thirty (30) year period.

The Plan must address the following subjects:

- Cursory non-specialist cladding inspection techniques;

- Categories and periodic timings of specialist investigation;
- Any further conservation projects identified but not included within the scope of the current project.

The plan will be in spreadsheet form acceptable to PWGSC and facilitate updating and customization by facility management to include building components not within the scope of this project.

7.3.3 Development of Training Materials

A detailed Training Package will be prepared by the consultant to address the following points with PWGSC's Asset Management team as well as the current Building Management firm (AFD Contractor).

- Address the transfer of responsibility between the project contractor's warranty and the building ongoing O&M responsibilities;
- Describe in detail, all of the points noted in the Building Envelope Maintenance Plan;
- Establish a presentation package which can be delivered to the current Facility Management staff;
- Provide hands-on examples of the problems likely to be encountered.

8.3.4 Training Support

The Consultant will be responsible for training support as noted below:

- Carry out a one-day training session for staff as noted above. Other PWGSC operational and design staff may participate in the training session for their ongoing development;
- Training shall be provided in PWGSC space at GOCB Halifax;
- The Consultant will be responsible for providing all training materials and equipment necessary for proper training of the subject matter;
- Trainers(s) must be knowledgeable in the subject matter and be prepared to address questions raised by participants.

7.3.4 Submission requirements

Two draft copies of the Project Manual, (at Substantial Completion), and Maintenance Plan and Training Materials (at Final Completion) must be submitted to the PWGSC Project Manager for review. After they have been reviewed and accepted by the PWGSC project team, the Consultant will be responsible for preparation and distribution as noted below.

Once reviewed and accepted by PWGSC, the Consultant will prepare seven (7) final sets, and one (1) digital copy, of the Project Manual.

- One copy will be supplied to the contractor for use during the warranty period only;
- One copy will be retained by the Consultant for ongoing future reference;
- Five copies will be delivered to the PWGSC Project Manager.

Once reviewed and accepted by PWGSC, the Consultant will prepare six (6) final sets, and one (1) digital copy, of the Building Envelope Maintenance Plan.

- One copy will be retained by the Consultant for ongoing future reference;
- Five copies will be delivered to the PWGSC Project Manager.

Once reviewed and accepted by PWGSC, the Consultant will prepare six (6) final sets, and one (1) digital copy, of the Training Package.

- One copy will be retained by the Consultant for ongoing future reference;
- Five copies will be delivered to the PWGSC Project Manager.

ADDITIONAL SERVICES

AS 1 RESIDENT CONSTRUCTION SERVICES

1.1 INTENT

The intent of the provision of Resident Construction Services is to implement the project in compliance with the Contract Documents and to ensure contractor compliance with the contract documents. The Consultant shall provide a Resident Construction Services representative for specific periods of the construction contract stage of the Project.

The Departmental Representative will review the experience of the Resident Construction Services person to satisfy the person has relevant skills. One person in this role throughout the construction and close out periods is preferred.

1.2 DURATION OF SERVICES

The period of services of the Resident Construction Services representative for the construction contract stage of the Project shall be equal to an amount of time equal to approximately 50% of the estimated construction contract period identified in PD 1.3 (Schedule) 2.8. For the purpose of this contract the time period of those services for the Project shall therefore be 1,600 hours and shall be so identified by the consultant in the price proposal form Appendix D.

For the purposes of this contract the Resident Construction Services representative's service shall commence no earlier than the date the contractors physically mobilize on site and finish no later than the dates of interim inspection and acceptance. The Consultant shall bear all costs associated with the briefing, instructing, acquisition, termination, etc. of the Resident Construction Services representatives prior to and after these dates.

The consultant shall be responsible to distribute and assign the time of the construction services representatives in such a manner that the intent of these services, as stated in 1.1 above is assured. The consultant shall ensure, via his planned allotment of the construction services representative's time, that quality assurance is maintained and that all critical aspects of the work by the construction contractor's forces occur in the presence of the Resident Construction Services representative.

The consultant shall, upon receipt of the contractor's construction schedule, identify the planned allotment of applicable hours for when the Resident Construction Services Representatives shall

be on site. Note that time spent travelling to and from the site is not to be included in the hour allotment.

The Departmental Representative may, at their discretion, request additional amounts and/or lesser amounts of services of the Resident Construction Services representatives. Those additional and/or less services shall be calculated utilizing the hourly rate identified by the Consultant in the Price Proposal Form , Appendix "D."

1.3 ALL-INCLUSIVE HOURLY RATE

The hourly rate, for the services of the Resident Construction Services representative, required to be identified in the Price Proposal Form, Appendix D shall include all travel to and from site, overtime premium, disbursements, required Personal Protective Equipment, overhead, applicable federal and provincial government deductions, administration costs, etc. and shall be an "all-inclusive" hourly rate.

1.4 RESIDENT CONSTRUCTION SERVICES DURING CONSTRUCTION

1.4.1 Educational Requirements

Resident Construction Services representative shall:

- have a minimum of five (5) years experience on site inspection in the building envelope field;
- have valid Safety Training i.e. fall protection, confined space, etc.

1.4.2 Description of Services

The purpose of Resident Construction Services representative is to ensure the presence of the Consultant on site for the project. The representative is to inspect, coordinate and monitor all aspects of the work during key periods of the construction of the Project, and liaise with the contractor, Departmental Representative and other agencies as appropriate to the work.

The Resident Construction Services representative is responsible for providing part time (including overtime) resident inspection during key periods of construction work and maintaining records of all construction work.

In conjunction with the Construction Safety Coordinator, the Resident Construction Services representative plays a key role in maintaining work place safety.

The Resident Construction Services representative shall:

- be directly responsible to the Consultant.
- be thoroughly familiar with the Contract documents, the National Building code and all Fire Commissioner of Canada Standards for Construction operations.
- He/she shall be aware of all Federal, Provincial and Municipal standards for the health and safety of construction workers.

1.4.3 Specific Duties and Responsibilities

Provide Resident Construction Services including inspection, coordination, monitoring and reporting during the construction work and be responsible to the Consultant.

In case of emergencies, the Consultant's Resident Construction Services representative is empowered to stop the work, or give orders to protect the safety of the workers or Crown property.

The Consultant shall ensure that the Resident Construction Services representative maintains, records and submits time sheets. The Consultant shall forward time sheets of the Resident Construction Services representative's to Departmental Representative after verifying accuracy and approving. The Consultant shall submit reviewed and approved time sheets to the Departmental Representative, within two weeks after completion of 40 hours of service by the Resident Construction Services representative, for Departmental Representative review.

1.4.4 Inspection and Reporting

The Resident Construction Services representative shall inspect all phases of the work in progress, for the purpose of bringing to the attention of the Contractor, after checking with the Consultant, and Departmental Representative any discrepancies between the work, the contract documents and accepted construction procedures. Keep a log of such inspections and issue a weekly written report to the Consultant in the form directed. The Consultant shall review and approve weekly reports prior to distribution to the Departmental Representative. Reports shall be distributed within five (5) working days of the reports week ending date. The Resident Construction Services representative shall make any other reports or surveys as may be requested by the Departmental Representative through the Consultant.

1.4.5 Interpretation of the Contract Documents

Interpretation of the contract documents shall be the responsibility of the Consultant. The Consultant may, however, have the Resident Construction Services representative provide him with information regarding job conditions and may require him to relay day-to-day instructions to the Contractor.

It shall be the duty of the Resident Construction Services representative to assist the Consultant and further inform the Consultant of any anticipated problems which may delay the progress of the work. The method of relaying such information shall be determined by the Consultant.

1.4.6 Changes in the Work

The Resident Construction Services representative shall not authorize or order any change in the work which will constitute a change in design or in the value of the contract except as delegated by the Departmental Representative.

The Consultant may call upon the Resident Construction Services representative to assist in the evaluation of changes in the work, where a knowledge of job conditions is required.

1.4.7 Communication & Liaison

The Resident Construction Services representative shall:

- Convey the Consultant's instructions regarding the required standards of workmanship to the Contractor(s);
- Check specifications, confer and obtain guidance on these findings with the Consultant. The matter is then to be brought to the attention of the Contractor's Superintendent. Although informal discussions with Sub-trade Superintendents are usually permissible, (but only with the agreement of the Contractor), the Resident Construction Services representative should not deal directly with foreman or tradesmen, or interfere with the progress of the work.
- Communicate formally with the contractor via memorandum form only. When this form is issued the Resident Construction Services representative must immediately file copies with PWGSC and the Consultant.
- Contact the Consultant immediately when it is apparent that information or action is required of the Consultant, e.g. general instructions, clarifications, sample of shop drawing approvals, requisitions, contemplated change orders, site instructions, details, drawings, etc.
- Accompany PWGSC representatives on inspections and report to the Consultant requirements, comments or instructions of PWGSC's forces. Note that the Resident Construction Services representative should encourage such requirements, comments or instructions to be provided to him in writing.
- Consider and evaluate any suggestions or modifications to the documents advanced by the Contractor and immediately report these to the Consultant with comments.
- Ensure that PWGSC and the Consultant are notified promptly when key pieces and/or components of materials and equipment are delivered, so that these parties can arrange for the appropriate personnel to have an opportunity to inspect same prior to installation.

1.4.8 Site Visit Log

The Resident Construction Services representative shall keep a log while on site recording:

- Time and date of visit
- Weather conditions, particularly unusual weather relative to construction activities in progress;
- Major material and equipment deliveries;
- Activities and major work done;
- Start, stop or completion of activities;
- Progress relative to schedule;
- Difficulties which may cause delays in completion;
- Outstanding information or action required by Consultant or PWGSC;
- Presence of inspection and testing firms, tests taken, results, etc;
- Unusual site conditions experienced;
- Significant developments, remarks, etc;

- Accidents on site;
- Authorities given contractor to undertake certain or hazardous works
- Environmental incidents
- Number of Contractor's staff and equipment on site

Note: The log is the personal property of the Resident Construction Services representative. Copies of the log book, certified as copies, are to be provided to the Departmental Representative and consultant at the end of the project.

1.4.9 Weekly Records

The Resident Construction Services Representative shall prepare weekly reports for the Consultant, which summarizes the site visit logs. Reports will include digital photographs illustrating the work.

1.4.10 Site Records

The Resident Construction Services representative shall maintain orderly and updated files at the site for the use of the Departmental Representative, Consultant and himself as follows:

- Contract and Tender Documents
- Approved Shop Drawings
- Approved Samples
- Digital sequential photographic record of the work
- Samples
- Site Instructions
- Contemplated Change Orders
- Change Orders
- Memoranda
- Test and Deficiency Reports
- Correspondence and Minutes of Meeting
- Names, addresses, telephone numbers of Client representatives, Consultant and all Contractors, sub-trades key personnel associated with the contract; including home telephone numbers in case of emergencies.

In addition, the Resident Construction Services representative shall maintain an updated progress schedule.

A reproduction of the original contract drawings shall be carefully preserved and shall be kept marked up to date with all addenda, change orders, site instructions, details, as-built conditions, etc., issued subsequent to the award of the contract.

1.4.11 Inspection of the Work

The Resident Construction Services representative shall make on site observations and spot checks of the work to determine whether the work, materials and equipment conform with the contract documents and supplementary conditions. The Partial Resident Construction Services representative shall advise the Contractor of any deficiencies or unapproved deviations via

memorandum and report immediately to the Consultant and Departmental Representative any of these on which the Contractor is tardy or refuses to correct.

The Resident Construction Services representative shall arrange for the Consultant's architectural, structural, mechanical, electrical and other consultants to make the periodic inspections required by the Consultant's contract, and for these inspections to be made timely with respect to the progress of the work.

The Resident Construction Services representative shall also report if materials and equipment are being incorporated into the project prior to approval of relative shop drawings or samples.

The Resident Construction Services representative shall assist in the preparation of all deficiency reports, interim, preliminary, and final, in collaboration with the PWGSC and Consultant's representatives.

The Resident Construction Services representative shall be responsible for the measurement of all work to be done by the Contractor on a unit-cost basis.

1.4.12 Site Meetings

The Resident Construction Services representative shall attend and participate in all job-site meetings.

1.4.13 Inspection and Testing

The Resident Construction Services representative must see that the site tests, including daily mortar mixes, and inspections required by the contract documents are conducted, and should observe these tests and report the results in the daily log.

The Consultant should be notified if the test results do not meet the specified requirements, or if the Contractor does not have tests undertaken as required.

1.4.14 Emergencies

In the case of emergency where safety of persons or property is concerned, or work is endangered to safeguard the interests of PWGSC, the Resident Construction Services representative shall give immediate written notice to the Contractor of the possible hazard. She/he shall further, if necessary, stop the work or give orders for remedial work, and contact the Consultant immediately for further instruction.

1.4.15 Limitations

The Resident Construction Services representative shall not:

- Authorize deviations from the contract documents.
- Conduct tests.
- Approve shop drawings or samples. Accept any work or portions of the building.
- Enter into the area of responsibility of the Contractor's Field Superintendent.

- Stop the work unless concerned that an emergency exists as noted above.

1.4.16 Hazardous Construction Operations

The Resident Construction Services Representative is to communicate regularly with the Construction Safety Coordinator regarding any issues of site safety. All safety related issues must be forwarded immediately to the Safety Professional, as well as the Departmental Representative.

1.4.17 Equipment Required and Provided by Consultant

Costs of all equipment required shall be covered in the quoted fee. Equipment required shall include but, not necessarily be limited to:

- Digital Camera
- Personal Protective Equipment
- Office Supplies required to perform services
- Machines & devices necessary to record and measure the work
- Cell Phone with data connectivity
- Laptop

1.4.18 Building Security

Special precautions must be taken at all times to prevent unauthorized entry into the Facility. The Resident Construction Services representative is to ensure that all contractor-made openings and means of access, are firmly secured when the contractor leaves the site

The Resident Construction Services representative will liaise closely with the Consultant and Departmental Representative on all security and/or safety problems that may arise due to the contractor's operations.

APPENDIX B - TEAM IDENTIFICATION FORMAT

For details on this format, please see SRE in the Request For Proposal.

The prime consultant and other members of the Consultant Team shall be, or eligible to be, licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law.

I. Prime Consultant (Proponent - Architect):

Firm or Joint Venture Name:

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.....

Key Individuals and provincial professional licensing status and/or professional accreditation:

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.....
.....

II. Key Sub Consultants / Specialists:

Structurual Engineer

Firm Name:

.....
.....

Key Individuals and provincial professional licensing status and/or professional accreditation:

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III Stone Conservator

Firm Name:
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Key Individuals and provincial professional licensing status and/or professional accreditation:

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IV Cost Specialist

Firm Name:
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Key Individuals and provincial professional licensing status and/or professional accreditation:

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.....
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V Scheduler

Firm Name:
.....
.....

Key Individuals and provincial professional licensing status and/or professional accreditation:

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Solicitation No. - N° de l'invitation

E0225-133381/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwa110

Client Ref. No. - N° de réf. du client

20133381

File No. - N° du dossier

PWA-2-68138

CCC No./N° CCC - FMS No/ N° VME

Solicitation No. - N° de l'invitation

E0225-133381/A

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File No. - N° du dossier

PWA-2-68138

Buyer ID - Id de l'acheteur

pwa110

CCC No./N° CCC - FMS No/ N° VME

APPENDIX C - DECLARATION/CERTIFICATIONS FORM

Project Title:

Name of Proponent:

Street Address:

Mailing Address:

Telephone Number:()

Fax Number: ()

E-Mail:

Procurement Business Number:

Type of Organization: _____ Sole Proprietorship _____ Partnership _____ Corporation _____ Joint Venture	Size of Organization: Number of Employees _____ Graduate Architects / Professional Engineers _____ Other Professionals _____ Technical Support _____ Other _____
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APPENDIX C - DECLARATION/CERTIFICATIONS FORM (CONT'D)

Federal Contractors Program (FCP) - Certification

Pursuant to GI 12, The Proponent must complete the following certification.

1. The Proponent, or, if the Proponent is a joint venture the member of the joint venture, certifies its status with FCP, as follows:

The Proponent or the member of the joint venture

- (a) ☐ is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada,
- (b) ☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c.44;
- (c) ☐ is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ☐ is subject to the FCP, and has a valid certificate number as follows:
_____ (e.g. has not been declared an ineligible contractor by HRSDC).

Please check the appropriate item above. Further information on the FCP is available on the HRSDC Web site.

2. If the Proponent does not fall within the exceptions enumerated in 1. (a) or (b), or does not have a valid certificate number confirming its adherence to the FCP, the Proponent must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

APPENDIX C - DECLARATION/CERTIFICATIONS FORM (CONT'D)

Former Public Servant (FPS) - Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, proponents must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Proponent a FPS in receipt of a pension?

YES () NO ()

If so, the Proponent must provide the following information, for all FPS in receipt of a pension, as applicable:

APPENDIX C - DECLARATION/CERTIFICATIONS FORM (CONT'D)

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

By providing this information, Proponents agree that the successful Proponent's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Reduction Program

Is the Proponent a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Proponent must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

APPENDIX C - DECLARATION/CERTIFICATIONS FORM (CONT'D)**Name of Proponent:****DECLARATION:**

I, the undersigned, being a principal of the proponent, hereby certify that the information given on this form and in the attached proposal is accurate to the best of my knowledge. If any proposal is submitted by a partnership or joint venture, then the following is required from each component entity.

.....
name.....
signature.....
title

I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

.....
name.....
signature.....
title

I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

.....
name.....
signature.....
title

I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

During proposal evaluation period, PWGSC contact will be with the following person:_____.

Telephone Number: () _____ Fax Number: () _____

E-mail: _____

This Appendix "C" should be completed and submitted with the proposal, but may be submitted afterwards as follows: if Appendix "C" is not completed and submitted with the proposal, the Contracting Authority will so inform the Proponent and provide the Proponent with a time frame within which to meet the requirement. Failure to comply with the request of

the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.

APPENDIX C - DECLARATION/CERTIFICATIONS FORM (CONT'D)

COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE BIDDER

CODE OF CONDUCT

NOTE TO BIDDERS

WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS

Board of Directors: (Please print clearly)

NAME	NAME	NAME	NAME

Attach additional names on a separate sheet if required.

APPENDIX D - PRICE PROPOSAL FORM

INSTRUCTIONS: Complete this Price Proposal Form and submit in a **separate sealed envelope** with the Name of Proponent, Name of Project, PWGSC Solicitation Number, and the words "PRICE PROPOSAL FORM" typed on the outside of the envelope. Price Proposals are not to include GST/HST.

PROPOSERS SHALL NOT ALTER THIS FORM

Project Title: Bedford Row Exterior Walls Masonry Repairs

Name of Proponent:

REQUIRED SERVICES - ADDITIONAL SERVICES

- ◆ **Percentage Fee** (R1230D (2012-07-16), GC 5 - Terms of Payment)

R1230D GC 5.2 (2011-05-16) Fee Arrangement(s) for Services

1. The fee to be paid to the Consultant for the Services described herein, shall be determined by one or more of the following arrangements as specified in the Agreement **Particulars:**

A. Percentage Fee

The calculation of the total fee recognizes the variability of the Construction Cost Estimate as the Project develops. The fee for the various Services of the Project development shall be calculated on the basis of the following formula:

An amount equal to $F \times A$

Where F = the percentage specified in the Agreement Particulars , and A = as follows:

i. At Analysis of Project Requirements and Design Concept:

A = the Construction Cost Estimate at the time of signing the Agreement.

ii. At Design Development:

A = the accepted preliminary Construction Cost Estimate prepared on completion of the design concept documents.

iii. At Construction Documents:

A = the accepted updated Construction Cost Estimate prepared on completion of the design development documents.

iv. At Tender Call and Tender Evaluation:

A = the accepted final Construction Cost Estimate prepared on completion of the construction documents.

v. At Construction and Contract Administration and Post Construction Warranty Review:

A = the Construction Contract Award Price.

The total fee is adjusted in accordance with the terms of any authorization pursuant to GC 5.8.

B. Time Based Fee

i. Principals and executives, and other personnel approved in that capacity by the Departmental Representative shall be paid at the hourly rate specified in the Agreement Particulars.

ii. Staff approved by the Departmental Representative shall be paid at the Hourly Rate specified in the Agreement Particulars.

iii. Normal Working Hours

The normal working hours per day for principals, executives and Consultant's employees, shall be deemed to be seven and a half (7.5) hours of any day during which they are actually engaged in the performance of the Services.

C. Travel Time

Travel time during normal working hours, that is related to the Project and authorized by the Departmental Representative, shall be chargeable as time worked.

Travel time outside normal working hours, that is related to the Project and authorized by the Departmental Representative, shall be chargeable up to a maximum of three (3) hours per day, unless otherwise authorized.

APPENDIX D - PRICE PROPOSAL FORM (CONT'D)

The following WILL form part of the evaluation process:

1.0 Total Fee Calculation

(A) Firm Percentage Fee of :	_____ %
(B) Indicative Estimate of Construction Cost (Class D) x	\$6,000,000.00
(C) Estimated Total Percentage Fee: (AxB) =	\$
(D) Time Based Fee: AS1 Resident Construction Services 1,600 hrs x _____ /hr. =	\$
(E) Total Fee (C+D):	\$

The actual percentage fee for Required Services RS1 - RS7 will recognize the variability of the Construction Cost Estimate as the project develops (refer to formula specified in GC 5.2 Fee Arrangement(s) for Services). Payments will be made as specified in GC 5.4 Payments for Services.

The following will NOT form part of the evaluation process:

The following table **will NOT** form part of the evaluation process but will be used as a basis for payment.

2.0 Detailed Fee Calculation		Percent of Total Fee	Fee
RS1	Pre-Design Services	6%	
RS2	Concept Design	12%	
RS3	Design Development	12%	
RS4	Construction Documents	32%	
RS5	Tender Call, Bid Evaluation & Construction Contract Award	2%	
RS6	Construction and Contract Administration	35%	
RS7	Commissioning	1%	
Total Percentage Fee:		100%	

Solicitation No. - N° de l'invitation

E0225-133381/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwa110

Client Ref. No. - N° de réf. du client

20133381

File No. - N° du dossier

PWA-2-68138

CCC No./N° CCC - FMS No/ N° VME

Solicitation No. - N° de l'invitation

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APPENDIX D - PRICE PROPOSAL FORM (CONT'D)

The following will NOT form part of the evaluation process

Canada may accept or reject any of the following fees, disbursements and/or hourly rates. Canada reserves the right to negotiate on these fees, disbursements and/or hourly rates.

i.e. OTHER ADDITIONAL SERVICES

DISBURSEMENTS

At cost without allowance for mark-up or profit, supported by invoices/receipts - see clause R1230D (2012-07-16), GC 5 - Terms of Payment, section GC5.12 Disbursements:

MAXIMUM AMOUNT FOR GC5.12 DISBURSEMENTS \$.20,000.000.....

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APPENDIX D - PRICE PROPOSAL FORM (CONT'D)

THE FOLLOWING HOURLY RATES MAY BE USED FOR FUTURE CONTRACT AMENDMENTS

Principals

Name	\$ per hour
.....	\$.....
.....	\$
.....	\$
.....	\$
.....	\$.....
.....	\$
.....	\$
.....	\$
.....	\$.....
.....	\$
.....	\$
.....	\$
.....	\$
.....	\$.....
.....	\$
.....	\$
.....	\$
.....	\$.....

