



Request for Proposals

For

Construction Management Services for the Entwistle Pool and Community Hub

Request for Proposals No.: **P190107CM**

Issued: **February 8, 2019**

Submission Deadline: **March 5, 2019 at 14:00:00 hrs local time**

Posted to: Alberta Purchasing Connection at www.purchasingconnection.ca
Parkland County website at www.parklandcounty.com/Bids

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation by Parkland County (the “County” or the “Owner”) to prospective proponents to submit proposals for the provision of construction management services for the Entwistle Community Hub and Pool project, located in the Hamlet of Entwistle in Parkland County, Alberta as further described in Part 4 – RFP Particulars (the “Deliverables”).

The Entwistle Outdoor Pool and Community Hub will be a new facility replacing the current outdoor swimming pool and old curling rink and is intended to provide a variety of services to the community of Entwistle / Evansburg area and surrounding communities. It will include a library, a seasonal outdoor swimming pool, rent-able multipurpose space, and lease-able tenant space. This new facility will be approximately 11,500 square feet and will be located on the corner of 51 Street and 49 Avenue, with the site development including a playground and skate park.

The estimated construction budget for this project is set at \$7,000,000.

Demolition and hazardous abatement of the current facility and pool will be completed by April 2019 to provide a clean and graded site.

For the purposes of this procurement process, the “County Contact” shall be:

County Contact: **Korrine McKeage, Manager, Procurement Services**
Email: korrine.mckeage@parklandcounty.com

1.2 Type of Contract for Deliverables

The selected proponent will be requested to enter into negotiations for an agreement with Parkland County for the provision of the Deliverables in the form attached as Appendix A to the RFP. It is Parkland County’s intention to enter into the Form of Agreement based on that attached as Appendix A to the RFP with only one (1) legal entity. It is anticipated that the agreement will be executed on or around March 18, 2019.

The County intends to enter into a fixed rate agreement for Phase 1: Pre-Construction Services with the successful proponent and a Construction Management agreement for Phase 2 with intent to exercise the Stipulated Price option as per the CCDC 5B (2010). The award of Phase 2 work to the Construction Manager is at the sole discretion of Parkland County, however, it is the County’s intent to award Phase 2 after the successful completion of Phase 1.

1.3 No Guarantee of Volume of Work or Exclusivity of Contract

Parkland County makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. Parkland County may contract with others for the same or similar Deliverables to those described in the RFP or may obtain the same or similar Deliverables internally.

[End of Part 1]

PART 2 – EVALUATION OF PROPOSALS

2.1. Timetable and Submission Instructions

Proponents should submit their proposals according to the following timetable and instructions.

2.1.1 Timetable

Issue Date of RFP	February 8, 2019
Deadline for Questions	February 22, 2019 at 16:30 hrs local time
Deadline for Issuing Addenda	February 26, 2019
Submission Deadline	March 5, 2019 at 14:00:00 hrs local time
Rectification Period	Five (5) Business Days from notification of Rectification
Anticipated Date for Issuance of Invitation to Commence Negotiations	Week of March 18, 2019

The RFP timetable is tentative only, and may be changed by Parkland County at any time.

2.1.2 Proposals Should Be Submitted in Prescribed Manner

All proposals whether delivered in person, sent by mail, or sent by courier should be directed to:

Parkland County Centre
53109A Hwy 779
Parkland County, Alberta T7Z 1R1

Attention: Korrine McKeage, Manager, Procurement Services
RFP No. P190107CM Construction Management Services for the
Entwistle Pool and Community Hub

Proponents should submit one (1) original and four (4) hard copies of their proposal along with one (1) electronic copy in Microsoft Word or PDF format on a CD or USB drive in a sealed package. Proposals sent by facsimile or e-mail will not be accepted.

Proposals are to be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent, and with the Submission Deadline. In the event of a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.

2.1.3 Proposals Should Be Submitted on Time at Prescribed Location

A proponent may, at its option, email the County Contact prior to the Submission Deadline with delivery details and anticipated arrival time of its response. In the event a response does not arrive as scheduled, the County may provide those proponents who have given such prior notice one additional Business Day to effect the delivery of their responses. The Submission Deadline shall be deemed to be adjusted accordingly for the purpose of accepting those responses. For the purposes of this Section, "Business Day" means any working day between 8:30 a.m. and 4:30 p.m., Monday to Friday inclusive, but excluding statutory and other holidays that the County has elected to be closed for business. Responses received after the Submission Deadline, without prior email notification as detailed above, will be rejected.

2.1.4 Amendment of Responses

Proponents may amend their responses prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the response the amendment is intended to amend or replace.

2.1.5 Withdrawing Proposals

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the County Contact and must be signed by an authorized representative. Parkland County is under no obligation to return withdrawn proposals.

2.2 Stages of Proposal Evaluation

Parkland County will conduct the evaluation of proposals in the following three (3) stages:

2.2.1 Stage I

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that Parkland County issues its rectification notice to the proponent.

2.2.2 Stage II

Stage II will consist of a scoring by Parkland County of each qualified proposal on the basis of the rated criteria in accordance with Part 4 – RFP Particulars – Section 4.3 (Rated Criteria).

2.2.3 Stage III

Stage III will consist of a scoring of the pricing submitted. The evaluation of price will be undertaken after the evaluation of mandatory requirements and any rated requirements has been completed. Proponents should refer to the Rate Bid Form in Part 4 – RFP Particulars – Section 4.4 (Evaluation of Pricing) and Appendix C – Rate Bid Form.

2.2.4 Stage IV

At the conclusion of Stage III, all scores from Stage II and Stage III will be added and the highest ranking proponent(s) will be shortlisted and invited to participate in an interview process at Parkland County offices. Proponents are to ensure that the individual identified as the project lead in their proposal is in attendance during the interview. A maximum of four of the proponent's representatives will attend the interview which shall include the Construction Manager project lead as a mandatory participant. It is at the proponent's discretion to determine what other representatives they chose to include in the interview process. During the interview, proponents will be required to respond to questions, and provide clarification or supplementary information.

2.2.5 Stage V

At the conclusion of Stage IV interview process, the shortlisted proponents will be rescored and the highest ranking proponent will be selected for contract negotiations in accordance with Part 4.

2.3 Stage I – Mandatory Requirements, Submission and Rectification

2.3.1 Submission and Rectification Period

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Proponents submitting proposals that do not meet the mandatory requirements will be provided an opportunity within the Rectification Period to rectify any deficiencies.

2.3.2 Mandatory Forms

Each proposal must include the following forms:

- (a) **Submission Form (Appendix B)** completed and signed by an authorized representative of the proponent.

- (b) **Rate Bid Form (Appendix C Forms - Schedules 1, 2, and 3)** completed according to the instructions contained in the forms.
- (c) **Reference Form (Appendix D)** completed according to the instructions contained in the form.

2.3.3 Other Mandatory Requirements

(a) Safety Pre-Qualification

Proponents must have obtained a Certificate of Recognition (COR) appropriate to their industry, issued by the Alberta Construction Safety Association or other certifying partner. Respondents must submit with their submission a copy of their COR which shall be valid at the time of the stated Submission Deadline for this RFP. The County will confirm certification by checking the Government of Alberta certification list <https://work.alberta.ca/occupational-health-safety/cor-find-employers-wi>.

For proponents who have not obtained a COR, a valid Temporary Letter of Certification ("TLC") issued by the Alberta Construction Safety Association ("ACSA") will be considered.

It is the proponent's responsibility to ensure their registration in the program is properly documented with the Alberta Construction Safety Association and the County will assume no liability for errors or omissions by the Alberta Construction Safety Association in this regard.

Prospective proponents who do not possess a COR and wish to obtain information about obtaining a COR or TLC, are advised to contact the Alberta Construction Safety Association at www.acsa-safety.org

(b) Consent of Surety

The proposal must be accompanied by a Consent of Surety which shall be signed and sealed, and issued by a licensed company, firm or agency authorized to transact business of a Surety in the Province of Alberta for the amount set out in Material Disclosures, 4.2.9 Security of this RFP.

2.3.4 Rectification Period

Proposals satisfying the mandatory requirements during the Rectification Period will proceed to Stage II. Proposals failing to satisfy the mandatory requirements will be excluded from further consideration.

2.4 Tie Score

In the event of a tie score, the selected proponent will be the highest scoring proponent in the rated criteria excluding price.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable section numbers of the RFP where that request was made.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 County's Information in RFP Only an Estimate

Parkland County and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general size of the work. It is the proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

3.1.4 Proponents Shall Bear Their Own Costs

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising the RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the County Contact on or before the Deadline for Questions. All questions submitted by proponents by email to the County Contact shall be deemed to be received once the email has entered into the County Contact's email inbox. No such communications are to be directed to anyone other than the County Contact. Parkland County is under no obligation to provide additional information.

It is the responsibility of the proponent to seek clarification from the County Contact on any matter it considers to be unclear. Parkland County shall not be responsible for any misunderstanding on the part of the proponent concerning the RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

The RFP may be amended only by an addendum in accordance with this section. If Parkland County, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of the RFP.

Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by Parkland County. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If any addendum is issued after the Deadline for Issuing Addenda, Parkland County may at its discretion extend the Submission Deadline for a reasonable amount of time.

3.2.4 Verify, Clarify and Supplement

When evaluating responses, Parkland County may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. Parkland County may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

3.2.5 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

3.2.6 Proposal to Be Retained by Parkland County

Parkland County will not return the proposal or any accompanying documentation submitted by a proponent.

3.2.7 Litigation

Pursuant to Parkland County *Policy C-AD035 – Legal Action Commenced against the County*, suppliers who have initiated legal proceedings against Parkland County are ineligible to submit a proposal in response to this RFP. For further information, please contact the County Contact.

3.3 Negotiations, Notification and Debriefing

3.3.1 Selection of Top-Ranked Proponent

The top-ranked proponent, as established under Part 2 – Evaluation of Proposals, will receive a written invitation to enter into direct contract negotiations with Parkland County.

3.3.2 Timeframe for Negotiations

Parkland County intends to conclude negotiations with the top-ranked proponent within fifteen (15) days commencing from the date Parkland County invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Appendix B of the RFP Particulars, provide requested information in a timely fashion, and to conduct its negotiations expeditiously.

3.3.3 Process Rules for Negotiations

Any negotiations will be subject to the process rules contained in this Part 3 – Terms and Conditions of the RFP Process and the Submission Form (Appendix B) and will not constitute a legally binding offer to enter into a contract on the part of Parkland County or the proponent. Negotiations may include requests by Parkland County for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by Parkland County for improved pricing from the proponent.

3.3.4 Terms and Conditions

The terms and conditions found in the Form of Agreement (Appendix A) are to form the starting point for negotiations between Parkland County and the selected proponent.

3.3.5 Failure to Enter Into Agreement

Proponents should note that if the parties cannot execute a contract within the allotted fifteen (15) days, Parkland County may invite the next-best-ranked proponent to enter into negotiations. In accordance with the process rules in this Part 3 – Terms and Conditions of the RFP Process and the Submission Form (Appendix B), there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, Parkland County may elect to initiate concurrent negotiations with the next-best-ranked proponent. Once the above-noted timeframe lapses, Parkland County may discontinue further negotiations with the top-ranked proponent. This process shall continue until a contract is formalized, until there are no more proponents remaining that are eligible for negotiations or until Parkland County elects to cancel the RFP process.

3.3.6 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once a contract is executed between Parkland County and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

3.3.7 Debriefing

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the County Contact and must be made within sixty (60) days of notification of award.

3.3.8 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written notice to the County Contact within sixty (60) days of notification of the outcome of the RFP process, and Parkland County will respond in accordance with its procurement protest procedures. Proponents are advised that the County's protest procedures are separate and distinct from the dispute resolution process under applicable trade agreements. If a proponent wishes to dispute a matter or bring a complaint under an applicable trade agreement, the proponent must follow the process set out in the trade agreement, which may differ from the process described here.

3.4 Prohibited Communications and Confidential Information

3.4.1 Prohibited Proponent Communications

The proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B). For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

3.4.2 Proponent Not to Communicate with Media

A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the County Contact.

3.4.3 Confidential Information of County

All information provided by or obtained from Parkland County in any form in connection with the RFP either before or after the issuance of the RFP

- (a) is the sole property of Parkland County and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract;

- (c) must not be disclosed without prior written authorization from Parkland County; and
- (d) shall be returned by the proponents to Parkland County immediately upon the request of Parkland County.

3.4.4 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Parkland County. The confidentiality of such information will be maintained by Parkland County, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to Parkland County's advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the County Contact.

3.4.5 Inappropriate Conduct

Parkland County may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) the submission of proposals containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by Parkland County, that constitutes a Conflict of Interest. Parkland County may also disqualify a proponent for any conduct, situation or circumstance that constitutes a Conflict of Interest in respect of this RFP process, as solely determined by Parkland County. For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

3.5 Procurement Process Non-binding

3.5.1 No Contract A and No Claims

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the proponent nor Parkland County shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

3.5.2 No Contract until Execution of Written Agreement

The RFP process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and Parkland County by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.5.3 Non-binding Price Estimates

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

3.5.4 Disqualification for Misrepresentation

Parkland County may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

3.5.5 References and Past Performance

Parkland County's evaluation may include information provided by the proponent's references and may also consider the proponent's past performance on previous contracts with Parkland County or other institutions.

3.5.6. Cancellation

Parkland County may cancel or amend the RFP process without liability at any time.

3.6 Governing Law and Interpretation

3.6.1 Governing Law

The terms and conditions in this Part 3 – Terms and Conditions of the RFP Process (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.

[End of Part 3]

PART 4 – RFP PARTICULARS

4.1 THE DELIVERABLES

4.1.1 Purpose

Parkland County is seeking proposals from qualified and experienced Construction Management firms for pre-construction services and the construction of a new outdoor pool and community hub for the Hamlet of Entwistle in Parkland County, Alberta.

The project design requirements are described in more detail in the Owner's Statement of Requirements, however, the project generally consists of the design and construction of a new outdoor in-ground swimming pool and required facilities and amenities to allow for pool operations and associated programming as further described in this RFP.

This new facility will be approximately 11,500 square feet and will be located on the corner of 51 Street and 49 Avenue, with the site development including a playground and skate park.

It is Parkland County's intention to have the facility fully functional and in use by the summer of 2020.

A value based selection process will be employed for this procurement. This means that the successful proponent will be the one whose proposal offers best value, taking into consideration both qualifications and price.

It is the County's intent to use the CCDC 5B (2010) Construction Management Contract – for Services and Construction with Supplementary Conditions as the Form of Agreement for this RFP. Additionally, it is also the County's intent to exercise the provision in the CCDC 5B to convert the Contract to a Stipulated Price agreement at a time determined by the County.

The County is simultaneously seeking proposals from design consultants through a separate RFP process. It is the County's intention to award the Prime Consultant contract in the same timeframe as the Construction Management contract.

4.1.2 Background

The Hamlet of Entwistle is considered a Priority Growth Hamlet for Parkland County, projected to grow in both population and employment over the next 30 years. The County is working diligently to support and direct growth and success in the area through dedicated planning and investment focused on redeveloping the Hamlet into a bustling sub-regional centre.

In 2018, Parkland County Council approved the Entwistle Outdoor Pool and Community Hub project to proceed following the development and review the development of four studies and extensive public engagement over the last nine years.

The Entwistle Outdoor Pool and Community Hub will be a new facility intended to provide a variety of services to the community of Entwistle / Evansburg area and surrounding communities.

4.1.3 Scope of Work

The facility will consist of approximately 11,500 square feet which includes a library, office space, public and private washrooms and rentable multi-purpose space. An outdoor in-ground seasonal swimming pool of approximately 4,000 square feet will also be constructed. Site development will include a new play space, the renovation of the existing skate park and green spaces for community gathering.

During the design process, the Project Team comprised of the Prime Consultant, Sub-consultants, and Construction Manager will encourage innovative approaches and solutions towards maximizing the value of the overall design and construction plan.

The project will include two phases: Phase 1 will consist of Pre-Construction Services as set out in Section A, and Phase 2 will consist of Construction and Post-Construction as set out in Section B and C described below.

The project scope and basic construction management and general contracting services shall be inclusive of Schematic Design, Design Development, Contract Documents, tendering and award, construction, engineering systems commissioning and project close-out. The Construction Manager's general scope of services shall include but is not limited to the following:

A. Pre-Construction Phase

- i. Consultation during project development.
- ii. Planning and scheduling.
- iii. Preparation of project construction budgets in consultation with Owner's consultants.
- iv. Constructability reviews and critique of Prime Consultants' design documents.
- v. Construction methodologies development.
- vi. Co-ordination of trade contract documents.
- vii. Planning of construction trade scopes and sequencing.
- viii. Services relating to investigation, appraisals and evaluation of existing facility conditions.
- ix. Preparation of detailed phasing/hoarding/temporary exiting/temporary fire safety plans.
- x. Taking an active role in 'Value Management' to maximize project scope in terms of quality, including researching of alternative construction systems and methods and materials.
- xi. Development of a project implementation plan, identify the phasing, implementation and commissioning processes so as to complete the project in the specified time frame.
- xii. Identifying cost implications and updating the project budget to ensure it falls within project budget parameters. Costs are to be developed on an elemental basis by construction division, including all civil, landscape and utility, mechanical, electrical and site development costs.
- xiii. Develop a preliminary "Risk Management" strategy to address, renovations to existing occupied facilities.

B. Construction Phase

In continuous consultation with Owner's staff:

- i. Project Control: Monitor the work of trade contractors and co-ordinate the work with the activities and responsibilities of the Owner and other Consultants.
- ii. Physical Construction: Assume all requirements as expected by the definition of Prime Contractor for the work site as required by Alberta Occupational Health and Safety and the Workers Compensation Board. Provide all of the construction facilities and services common to the requirements of all trade contractors, both temporary and permanent. Ensure that trade contractors are informed of the facilities and services being provided.
- iii. Schedule: Produce, manage and control the project schedule and all trade contractors' work related to the physical construction to meet the agreed project schedule. Coordinate work flow, timing and phasing with the Owner's Project Manager as it relates to the specified timeframe for occupancy and opening of the facility for public use.

- iv. Cost Control and Accounting: Develop, implement and maintain an effective system of project construction cost control. Revise and refine the initially approved construction budgets, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted and estimated costs to complete, and advise the Owner and Consultants whenever projected costs are going to exceed budgets and/or estimates. Maintain a daily log of projected construction costs to completion including costs for approved changes, contemplated changes by the Prime Consultant and self-initiated changes.
- v. Changes in the Work: Develop and implement a system for the preparation, review and processing of changes in the work. Recommend necessary or desirable changes in the work to the construction team, review requests for changes, submit recommendations and assist in their negotiation. All pricing for scope changes relating to general requirements and common work activities provided by the Construction Manager shall be firm lump sum prices.
- vi. Payments to Trade Contractors: Develop and implement a procedure for the review, certification, processing and payment of applications by trade contractors for progress and final payments.
- vii. Inspections and Quality Management: Develop, implement, monitor and maintain a Quality Management System acceptable to the Owner that encompasses all trade contractors, own forces work, and common works required by the project. Ensure regularly (weekly) inspections and document the work of trade contractors for defects and deficiencies in the Work. Conduct weekly site reviews with relevant mechanical and electrical sub consultants and trade contractors to monitor the progress and quality of the mechanical and electrical systems work through construction. This requirement will be strictly enforced.
- viii. Document Interpretation: Refer all questions for interpretation of the documents prepared by the Prime Consultant to the Prime Consultant while providing constructability direction and method statement recommendations.
- ix. Shop Drawings and Samples: With the Prime Consultant, establish and implement procedures for expediting the receipt, processing and review of shop drawings and samples. Provide a schedule listing all shop drawings, submittals to be received, indicating the expected date of submission for each.
- x. Reports and Project Site Documents: Submit monthly written reports to the Owner and the Prime Consultant including budget and scheduling information. Keep a daily log available to the Owner and the Consultants.
- xi. Services Relating to Owner Supplied Equipment, Furniture, Fixtures and Equipment: With the Owner, establish and implement procedures for expediting the receipt, processing and installation of furniture, fixtures and equipment.
- xii. Substantial Performance of the Work: Arrange with the Consultants for the issuance of the necessary certificates respecting substantial performance of the work, occupancy, or designated portions thereof, and prepare with the Prime Consultant, lists of incomplete or unsatisfactory items, and a schedule for their completion. Maintain the schedule with weekly updates showing which items are complete and ready for re-inspection and a schedule for completion of uncompleted items until all items are complete. Prepare and provide three copies of operations and maintenance manuals for all building systems and equipment installations.

- xiii. Commissioning and Start up: Arrange for all necessary systems commissioning activities and reports at substantial completion. With the Owner's maintenance personnel and the Consultants, direct the checkout of utilities, operations systems and equipment, for readiness and assist in their initial start-up, verification, balancing and testing, by the trade contractors. Provide one week of building systems training to building operators. The Construction Manager has an important role to play in anticipating start-up problems and to act early in the project to avoid or minimize their impact. The Prime Consultant and Construction Manager will co-operate with the Owner's personnel and other consultants in developing the necessary procedures and plans to ensure the orderly implementation of the building systems during the Construction Phase.

Responsibilities will include the development, along with the other design consultants and sub-contractors; of a consultant verification program which will verify that the installed work is complete and according to the Contract Documents and design intent.

The Construction Managers and sub-contractors, along with the design consultants will be responsible for providing the appropriate Operating and Maintenance manuals and will coordinate the training of Owner operational staff. The Construction Manager and sub-contractors will cooperate with all engineering disciplines and those consultants reporting directly to the Owner's Project Manager.

- xiv. Total Performance of the Work: Arrange with the Prime Consultant for the certification of total performance and provide written notice to the Owner and the Prime Consultant that the work is ready for final inspection.

Transmit all required warranties, affidavits, releases, bonds, waivers, maintenance stock, manuals and record drawings to the Owner, after review and verification by the Prime Consultant.

C. Post Construction

Maintain a close relationship with the Owner's operating staff for three months to ensure a smooth and proper takeover of the project. Attend operations meetings, minimum bi-weekly, to assist with troubleshooting operating and maintenance issues.

4.1.4 Responsibilities and Commitments

This project is being managed by Parkland County's Construction Management Office, who will be the primary point of contact for managing the project and for contract administration. Parkland County's Steering Committee for this project will provide design input and guidance.

The Construction Manager will be required to work with Prime Consultant, Sub-Consultant and Sub-contractors, and liaise with various internal and potentially external stakeholders, therefore, it is of utmost importance and an expectation that all proposed team members are collaborative and committed to ensuring a positive experience and project outcomes.

4.2 MATERIAL DISCLOSURES

The material disclosures that apply to this RFP are set out below.

4.2.1 Format for Submittals (if applicable)

The Construction Manager shall submit one (1) unbound original and electronic editable file of the draft deliverables one week prior to the due dates to Parkland County for review and comment. An electronic copy and one reproducible master of the final deliverables incorporating comments from the County are to be submitted by the due dates.

4.2.2 Ownership of Materials

The Construction Manager shall ensure digital files are in Microsoft Office compatible format and editable. Hardcopy and digital documentation becomes the exclusive property of Parkland County upon payment of each invoice. Specific file format details will be provided to the Construction Manager.

All documentation, including estimates and scheduling, created under pre-construction will remain the property of the County with the exception of registered or patented intellectual property.

4.2.3 Project Team

Project team members identified in the proposal are to remain on the project until completion. In the event the proponent needs to replace any of the key personnel, the individual(s) proposed should demonstrate similar qualifications and experience as required to successfully perform such duties. Any changes in project team members will be subject to Parkland County's approval, and the Consultant shall ensure such changes do not negatively impact the quality of the deliverables and project timelines.

4.2.4 Project Schedule

Parkland County anticipates project start up to commence immediately following award and contract execution with project conclusion by May 2020. Proponents are to provide a project schedule and ensure they allocate the correct resources based on the timeframe outlined in the table below.

The primary goal is to have a fully functioning swimming pool and community hub open for the summer season of 2020.

Project Activity	Estimated Schedule
Project Team Start Up	Late March 2019
Phase 1 Pre-Construction and Design Delivery	April - August 2019
Phase 2 Construction Start	June 2019
Substantial Performance	April 2020
Occupancy	May 2020

4.2.5 Project Site Location

The project site location is at 4916 - 51 Street in the Hamlet of Entwistle, Alberta. Parkland County will be responsible for demolishing the existing pool and structures prior to construction start up.

4.2.6 Prime Contractor

The Construction Manager is assigned the role of Prime Contractor pursuant to s. 3 of the *Occupational Health and Safety Act*, R.S.A. 2000, c. O-2 for the Work Sites and is responsible for ensuring compliance with all Applicable Laws relating to safety by all employers and employees on the Work Site.

The pre-conditions of award that apply to this RFP are set out below.

4.2.7 Alberta Worker's Compensation Board (WCB)

A current Alberta WCB Clearance Letter should be included in the proposal as evidence of such coverage and confirmation that the proponent's account is in good standing. If the proponent does not have such coverage in place, the proponent will be required to obtain it within ten (10) days' upon receiving notice of the intent to award.

4.2.8 Proof of Insurability

Proponents shall provide proof of insurability from a licensed insurer in accordance with the minimum requirements and limits set out in Appendix A. If the proponent does not have such coverage in place, the proponent will be required to obtain it within ten (10) business days' upon receiving notice of the intent to award.

4.2.9 Contract Security

The proponent must demonstrate its ability to obtain a fifty percent (50%) Performance Bond and a fifty percent (50%) Labour and Material Payment Bond based on the estimated construction budget for this project.

4.3 RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to Stage III of the evaluation process.

Rated Criteria Category	Available Points	Minimum Threshold	Weighting (Points)	Maximum Points
Stage II				
Corporate Profile, Relevant Corporate Experience, and References	0 to 5	2	X 2	10
Project Team Qualifications and Relevant Experience	0 to 5	3	X 6	30
Project Understanding and Proposed Methodology	0 to 5	3	X 3	15
Construction Management Approach	0 to 5	3	X 3	15
Health, Safety and Environment Framework	0 to 5	3	X 3	15
Stage II Subtotal				85
Stage III				
Pricing	n/a	n/a	n/a	15
Stage III Subtotal				15
Total Points				100

Points shall be awarded on a scoring scale of 0 to 5. Points could be modified depending upon reference checks and other independent information subsequently received and confirmed. Partial scores or scores not defined below will not be used. The range is defined as follows:

5	Fully exceeds expectations, proponent clearly understands the requirement, excellent probability of success
4	Somewhat exceeds expectations; high probability of success
3	Fully meets expectations; proponent has good understanding of requirement, no weakness or deficiencies good probability of success
2	Partially meets expectations; minor weakness or deficiencies, fair probability of success
1	Does not meet expectations or demonstrate understanding of the requirements, major weakness or deficiencies, low probability of success
0	Lack of response or complete misunderstanding of the requirements, no probability of success

Following is a description and framework for the Rated Criteria Categories above:

4.3.1 Corporate Profile, Relevant Corporate Experience and References

This criterion will be evaluated as follows:

- (a) Demonstrate corporate experience and suitability for providing the services related to this RFP;
- (b) Provide similar corporate project experience with examples for the deliverables as described in the RFP;
- (c) Confirmation of acceptance of the terms and conditions outlined in Appendix A Form of Agreement; and
- (d) References, from municipal government clients, for services provided similar to those requested in this RFP in the last five (5) years.

4.3.2 Project Team Qualifications and Relevant Experience

This criterion will be evaluated as follows:

- (a) Defined roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the deliverables;
- (b) Description of how the proponent plans on allocating project team resources and relevant respective expertise for each phase;
- (c) Education, experience, and expertise of the proposed project team members including identification of similar project work as it correlates to their proposed role for this project;
- (d) Experience with working within greater Edmonton area and knowledge of local trade market;
- (e) Experience and knowledge of regional weather and climate conditions;
- (f) Specialized expertise directly related to the work; and
- (g) Demonstrated capacity of the proposed project team members.

4.3.3 Project Understanding and Proposed Methodology

This criterion will be evaluated as follows:

- (a) Understanding of the project and the Scope of Work of this RFP, and identification of scope items that may not be identified in the RFP but are essential for the successful completion of the project;
- (b) Identification of proven methodologies or techniques successfully employed on past similar projects;
- (c) Provide an overview of the scope of construction management services required to complete this project. Include a detailed work methodology and key deliverables for completing the project; and
- (d) Understanding of key issues/challenges and overall approach to deal with the construction activities as well as a proposed approach to mitigate risks identified.

4.3.4 Construction Management Approach

This criterion will be evaluated as follows:

- (a) Overall construction philosophy, approach to construction management.
- (b) Approach for resolving construction issues and, in particular, to focus on the unique aspects of the project.
- (c) Project schedule, including a high-level schedule showing major milestones and the tasks preceding it.
- (d) Value added approach.

4.3.5 Health, Safety, and Environmental Framework

This criterion will be evaluated as follows:

- (a) Provide a corporate approach to safety and the last five (5) years of safety statistics on projects managed;
- (b) Identified potential environmental impacts and corporate mitigation measures to address them; and
- (c) Identified potential project safety and health risks and corporate mitigation measures to address them.

4.4 EVALUATION OF PRICING

Proponents should review and complete the Rate Bid Form at Appendix C.

Pricing will be scored based on a relative pricing formula using the rates set out in the Rate Bid Form factoring in the total sum of the Construction Managers Fixed Fee for Services and the Construction Manager's fee percentage for the Work based on the estimated budget.

Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on by dividing that proponent's price for that category into the lowest bid price in that category. For example, if a proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that proponent receives 100% of the possible points for that category ($120/120 \times 100 = 100\%$). A proponent who bids \$150.00 receives 80% of the possible points for that category ($120/150 \times 100 = 80\%$), and a proponent who bids \$240.00 receives 50% of the possible points for that category ($120/240 \times 100 = 50\%$).

Lowest rate
----- x Total available points = Score for proposal with second-lowest rate
Second-lowest rate

Lowest rate
----- x Total available points = Score for proposal with third-lowest rate
Third-lowest rate

And so on, for each proposal.

4.5 PROPOSAL FORMAT

Proposals shall contain the following and should be organized in the following format using the sequence provided below to facilitate evaluation and to ensure each proposal receives full consideration.

1. **Letter of Transmittal** or covering letter, dated and signed by an official authorized to negotiate, make commitments, and provide any clarifications with respect to the proposal on behalf of the proponent.
2. **Executive Summary** touching on pertinent points in the proposal you wish to highlight, including an overview of the project schedule and costs.
3. **Brief Corporate Profile** which includes organization size, structure, location, affiliates, and number of staff, company's history. Additionally, the number of years in operation and number of years providing similar services.
4. **Related Experience and Expertise** listing the proponent's related experience and expertise with similar projects within the past five (5) years. The list shall be chronologically ordered, starting with the most recent.

Describe the proponent's accomplishments, achievements and experience as construction manager on projects of a similar nature. Highlight three (3) projects, one (1) of which includes a recreation or public pool that the proponent has carried out to completion within the last five (5) years. Submissions from joint ventures are, together, not to exceed the maximum number of six (6) projects.

Relevant projects should contain the following:

- a. A brief explanation on how each of the listed projects are comparable to the requested project.
- b. An illustration of any variance from initial budget stages to final contract price and how through the process this variance was managed and reported.
- c. An explanation of how the contract schedule was achieved and how any unforeseen schedule delays were managed.
- d. Names of key personnel responsible for project delivery.

5. **Project Team** details should include the following:

- a. organization chart indicating how the proponent will structure their proposed project team;
- b. a full description of each project team member's involvement on the project;
- c. a resume or staff profile that lists education, training, certifications, employment history, and related experience on similar projects;

- d. proposed project manager with a minimum of five (5) years' experience managing similar projects;
- e. a breakdown by percentage of the amount of time each proposed team member will spend on the project; and
- f. address the capacity and commitment of the project team members.

Key individuals to be identified, at a minimum, include:

- a. Executive Manager
- b. Senior Project Manager/Project Director
- c. Project Manager
- d. Estimator
- e. Superintendent
- f. M&E Coordinator
- g. BIM/VDC Coordinator

- 6. Project Understanding and Proposed Methodology** detailing the organization's ability to satisfy, at minimum, all aspects of the project as outlined in this RFP. In addition, proponents are required to review, in detail, Appendix A - Form of Agreement, to ensure that obligations and requirements under this section are also met.

The proponent is to demonstrate capacity to perform the services and meet project challenges. This is the opportunity to state overall construction philosophy of the Project Team as well as its approach for resolving construction issues and, in particular, to focus on the unique aspects of the project.

The information includes:

- (a) Construction philosophy/approach/methodology.
- (b) Describe the major challenges and how the team approach will be applied to those particular challenges.
- (c) Sustainable design and construction strategies.
- (d) Project schedule, including a high-level schedule showing major milestones and the tasks preceding it.
- (e) Risk management strategy.
- (f) Communications strategy.

- 7. Work Plan and Project Schedule** for completing the scope of work for this RFP in accordance with the timelines identified above in B. Material Disclosures, item 3. Project Schedule. Proponents are to include proposed timelines for required meetings with Parkland County staff for interviews to review project status and deliverables. Proposals should indicate anticipated meeting frequency and length.

- 8. Pricing** shall be provided as outlined in Appendix C – Rate Bid Form of this RFP.

- 9. Value Added Services** that the proponent can offer to the project should be clearly outlined in the proposal and at no additional cost to the County. Some examples of value added services are:

- Proven solutions or recommended approaches that could be considered.
- Identification of potential risks that may arise relating to this County project and how the proponent would address these risks if they were the successful proponent.

- Cost saving measures that may be considered for this project as well as measures that should be considered when making recommendations.

10. Safety and Quality Management shall be demonstrated by the proponent which addresses their ability to manage a safe site including construction safety and compliance with rules, regulations and practices required by Alberta safety legislation.

The proponent shall also demonstrate how they will deliver a facility that meets or exceeds the quality standards required for this project.

Proponents shall provide their WCB Report Card in addition to their COR.

11. Mandatory Forms must be included in the proposal as follows:

- Submission Form (Appendix B) completed and signed by an authorized representative of the proponent;
- Rate Bid Form (Appendix C Forms including Schedules 1, 2, and 3) completed; and
- Reference Form (Appendix D) completed.

[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

The Form of Agreement for Construction Management Services covered in this RFP, and to be executed between Parkland County and the successful proponent, is the CCDC 5B-2010 Construction Management Contract – for Services and Construction with Supplementary Conditions. The Supplementary Conditions are attached hereto as Appendix “A” to this RFP. Although the final wording of the provisions may be subject to negotiation, proponents should be prepared to enter into an Agreement to include the provisions as described in Appendix “A”.

APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, and name one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until Parkland County and the selected proponent have executed a written contract.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The proponent represents and warrants its ability to provide the Deliverables required under the RFP in accordance with the requirements of the RFP for the rates set out in the Rate Bid Form and has provided a list of any subcontractors to be used to complete the proposed contract. The proponent encloses herewith as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form	
Rate Bid Form	
Reference Form	

Notice to proponents: There may be forms required in the RFP other than those set out above. See the Mandatory Requirements section of the RFP for a complete listing of mandatory forms.

4. Non-binding Price Estimates

The proponent has submitted its rates in accordance with the instructions in the RFP and in the Rate Bid Form set out in Appendix C. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and accepted all addenda issued by Parkland County prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line: _____. Proponents who fail to complete this section will be deemed to have received all posted addenda.

6. Conflict of Interest

For the purposes of this section, the term "Conflict of Interest" means

(a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of Parkland County in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

(b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- ☐ The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest, and must explain why the proponent believes that the Conflict of Interest should not result in disqualification from the RFP process:

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of Parkland County and have ceased that employment within twelve (12) months prior to the Submission Deadline:

Name of Individual:
Job Classification:
Department:
Last Date of Employment with Parkland County:
Name of Last Supervisor:
Brief Description of Individual's Job Functions:
Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:

(Repeat above for each identified individual)

The proponent agrees that, upon request, the proponent shall provide Parkland County with additional information from each individual identified above in the form prescribed by Parkland County.

7. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by Parkland County to Parkland County's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name and Title

Date:

I have authority to bind the proponent

APPENDIX C – RATE BID FORM

The proponent's pricing proposal is to be submitted in the format and on the Schedules provided below and in accordance with the instructions set out in this RFP:

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for Goods and Services Tax (GST), which should be itemized separately; and
- (b) Rates quoted by the proponent shall be an all-inclusive fee and shall include all labour and material costs, all insurance costs, including any and all other overhead, including any fees or other charges required by law.
- (c) The rates must include all of the proponent's internal office expenses, including long distance communications, copying and printing, travel from team member's offices to the project and the County or consultant offices, meals and accommodations.
- (d) The County will evaluate self-performed work packages in accordance with Parkland County Procurement policies.

Schedule 1
Construction Management
Pre-Construction Fixed Fee and Personnel Rates Form

1. The proponent shall base their fixed pre-construction fee on an estimated time of five (5) months for pre-construction.
2. The proponent agrees to perform its obligations under the Contract Documents for providing the services for pre-construction as per Schedule A1 of the CCDC 5B for the fixed amount of:

\$ _____ (excluding Goods and Services Tax)

(Amount written as): _____

3. List of key personnel and hourly rates for pre-construction services:

Personnel	Stipulate Time Committed (Hours/Week)	Hourly Rate for Contract Extensions
Project/Construction Manager Name:		
Project Coordinator Name:		
Project Pre-Construction Manager Name:		
Project Scheduling/BIM/VDC Coordinator Name:		
Estimator Name:		
Other: Name:		

Schedule 2
Construction Management
Percentage (%) Fee and Personnel Rates Form

1. The Construction Management firm agrees to perform the remainder of its obligations under the Contract Documents for a percentage (%) fee of the cost of the work as per the CCDC 5B agreement.

_____ % (Of the cost of the work)

(Percentage written as): _____

2. Construction Management Personnel and Systems Included in the Fee

The Construction Management Fee includes the costs for the following personnel:

Personnel	Name	Stipulate Time Committed (Hours/Week)	Hourly Rate for Contract Extensions
Project Director			
Project Manager/Construction Manager			
Project Senior Estimator			
Project Coordination			
Project Mechanical & Electrical Coordinator			
Project Scheduling/BIM/VDC Coordinator			
Safety/ Risk Program Personnel			

Note: Hourly Rates for extensions in Contract Time include all associated management, cost estimating, scheduling, safety, and overhead costs, and all profit.

Note: Removal and/or substitution of team members shall require the Construction Manager's formal proposal stating reason(s) for change and team member replacement and will require the County's written approval prior to any substitutions.

3. The *Construction Management Fee* also includes all other overhead costs and operating expenses, including but not limited to facilities, utilities, business systems, software systems, and office consumables for the above noted personnel and systems.
4. Hourly rates for extensions in contract time for the Construction Manager's personnel included in the fee shall be subject to annual review and adjustment by the County. The annual review of the hourly rates shall be based upon the actual rates paid by the Construction Manager at the time of such review.

Schedule 3
Construction Management
Reimbursement Rates Form

1. Reimbursement rates for the Construction Manager's personnel not included in the construction management fee.
 - a. The Construction Manager shall assign the following salaried or contract employees to the work as required and as approved by the County. Compensation for the salaried or contract employees shall be reimbursed by the County at the labour rates indicated with no mark-up for overhead and profit.

Position	Hourly Rate
.1 Site Superintendent	
.3 Foreman	
.4 General Carpenter	
.5 Finish Carpenter	
.6 General Labourer	
.7 Skilled Labourer	
.8 Other	

Note: Removal and/or substitution of team members shall require the Construction Manager's formal proposal stating reason(s) for change and team member replacement and will require the County's written approval prior to any substitutions.

- b. Rates exclude the Construction Manager's mark-up for overhead and profit. The overhead and profit shall be included in the Construction Management fee.
 - c. Hourly labor rates for Construction Management personnel not included in the fee shall be subject to annual review and adjustment by the County. The annual review of the hourly rates shall be based upon the actual rates paid by the Construction Manager at the time of such review for the Construction Manager's salaried or contract employees.
 - d. The Construction Manager shall use overlapping labor shifts during the performance of the work to minimize the need for any premium time related to work performed by the Construction Manager's personnel not included in the fee. However, where such overtime work is required and approved by the County, the County will reimburse the Construction Manager based upon the actual cost of labor for the premium time expended in the performance of such work.

APPENDIX D – REFERENCE FORM

Each proponent is requested to provide three (3) references from clients who have obtained similar goods or services to those requested in the RFP from the proponent in the last five (5) years as outlined in Section 4.5. Proposal Format, item 4. One reference should be from municipal government or public sector clients.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

SUPPLEMENTARY CONDITIONS TO CCDC 5B-2010

The Canadian Standard Construction Document, CCDC-5B, Construction Management Contract – for Services and Construction, consisting of the Agreement between Owner and Construction Manager, Definitions and the General Conditions of the Construction Management Contract, and these Supplementary Conditions, are part of the Contract Documents.

The following Supplementary Conditions shall be read in conjunction with the Canadian Standard Construction Document, CCDC-5B.

Where a General Condition or paragraph of the General Conditions of the Construction Management Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

1. **AMENDMENTS TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER – FOR SERVICES AND CONSTRUCTION**

1.1 **ARTICLE A-4 CONTRACT DOCUMENTS**

- 1.1.1 Amend paragraph 4.1 by adding the following words in the space provided:
“the Supplementary Conditions to CCDC 5B-2010”

1.2 **ARTICLE A-5 CONSTRUCTION MANAGER’S FEE**

- 1.2.1 Delete the word “and” at the end of paragraph 5.2.1 and delete paragraphs 5.2.2 and 5.2.3 in their entirety.
- 1.2.2 Amend paragraph 5.3 by deleting the words “one or more of the following” in the opening sentence and deleting paragraph 5.3.1 in its entirety.

1.3 **ARTICLE A-7 COST OF THE WORK**

- 1.3.1 Delete paragraph 7.1.1(2) in its entirety.
- 1.3.2 Delete paragraph 7.1.1(3) in its entirety.
- 1.3.3 Delete paragraph 7.1.1(4) in its entirety.
- 1.3.4 Delete paragraph 7.1.3 in its entirety.
- 1.3.5 Delete paragraph 7.1.9 and replace with “the amounts of all contracts or written agreements with Subcontractors and Suppliers;”
- 1.3.6 Amend paragraph 7.1.10 by adding the following to the end of the sentence: “if so requested in writing by the *Owner* or the *Consultant* as reasonable required or as mutually agreed;”

- 1.3.7 Amend paragraph 7.1.11 by adding the following to the end of the sentence: “provided that they are not caused by negligent acts or omissions of the Construction Manager and the *Services* are performed in accordance with this *Contract*”.
- 1.3.8 Delete paragraph 7.1.18 in its entirety.
- 1.3.9 Delete paragraph 7.1.21 in its entirety.
- 1.3.10 Amend paragraph 7.3 by adding the words “or any Subcontractor” after each occurrence of the words “*Construction Manager*” in the first line, and adding the following to the end of the sentence:

“or any *Subcontractor*, as applicable, including, without limitation, any costs incurred to correct or remedy the *Work* as a result of such failure.”

1.4 ARTICLE A-8 OPTIONS

- 1.4.1 Delete paragraphs 8.1, 8.2, 8.3 and 8.4 and replace with the following:
“8.1 The *Owner* and *Construction Manager* agree that this *Contract* shall proceed as a stipulated price contract, in accordance with the Contract, these Supplementary Conditions, and the amendments in the Appendix – STIPULATED PRICE OPTION.”

1.5 ARTICLE A-9 PAYMENT

- 1.5.1 Delete paragraph 9.1.4 and substitute:
 - 9.1.4. upon *Substantial Performance of the Work*, the major lien fund together with such *Value Added Taxes* as may be applicable to such payment, as set out in GC 5.6 - PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK, and
- 1.5.2 Delete paragraph 9.1.5 and substitute:
 - 9.1.5 upon the issuance of the final certificate for payment, the unpaid balance of the *Construction Manager's Fee* for the *Services*, the reimbursable expenses for the *Services*, the *Price of the Work*, and the minor lien fund when due together with such *Value Added Taxes* as may be applicable to such payments, as set out in paragraph 5.8.4, as amended by these Supplementary Conditions.
- 1.5.3 Delete the words “for the first 60 days” in paragraph 9.3.1(1).
- 1.5.4 Delete paragraph 9.3.1(2) in its entirety.
- 1.5.5 Add new paragraphs 9.4 and 9.5 as follows:

“9.4 Notwithstanding any other provision of the *Contract Documents*, the *Consultant* may decline to approve an application for payment and may withhold a certificate of

payment, in whole or in part, to such extent as may be necessary to protect the *Owner* from loss because of:

- .1 non-conforming *Work*, which is not rectified in accordance with the *Contract*;
- .2 failure of the *Construction Manager* to fulfil its obligations in respect of claims for lien in accordance with GC 5.10;
- .3 failure of the *Construction Manager* to make any payment when due to third parties;
- .4 damage to the *Work* or property of the *Owner* or others for which the *Construction Manager* is responsible under the *Contract*, which is not addressed or rectified in accordance with GC 9.1;
- .5 material errors, discrepancies, inconsistencies or irregularities in any application for payment;
- .6 unauthorized deviations by the *Construction Manager* from the *Contract Documents*;
- .7 unsatisfactory execution of the *Work*, due to factors within the control within the control of the *Construction Manager* which is not rectified in accordance with GC 3.5.2; and/or
- .8 failure by the *Construction Manager* to provide any document deliverable in accordance with the *Contract Documents*, where such failure has a material adverse effect on the *Work* or the *Owner's* use of the *Work*.

When the *Construction Manager* has remedied the cause of the withholding and has furnished evidence satisfactory to the *Consultant* of such remedy, the amount of the withholding will, subject to paragraph 9.5 hereof, be paid without interest.

"9.5 Without prejudice to any other right or remedy of the *Owner*, the obligation of the *Owner* to make any payment to the *Construction Manager* under or in connection with this *Contract* is subject to the *Owner's* right to deduct or set off against any such payment any sum which may be due to the *Owner*, or to which the *Owner* has a claim, under the *Contract*. Without limitation, if the *Construction Manager* is in breach or default of any provision of the *Contract*, and, after receiving notice thereof, the *Construction Manager* does not promptly remedy such default or breach or commence and diligently prosecute the remedy of such breach or default in accordance with the terms of this *Contract*, the *Owner* may (but shall not be obligated to) take any measures it considers reasonably necessary to remedy such default or breach and any sums incurred by the *Owner* in respect thereof may be deducted from or set off against any amount owing to the *Construction Manager* under the *Contract*."

1.6 ARTICLE A-11 LANGUAGE OF THE CONTRACT

1.6.1 Delete paragraph 11.1 in its entirety.

1.7 ARTICLE A-13 TERMINATION PRIOR TO COMMENCEMENT OF WORK

1.7.1 Add the following new Article:

ARTICLE A-13 TERMINATION PRIOR TO COMMENCEMENT OF WORK

13.1 The *Owner* may elect not to proceed with the *Project* and may terminate this *Contract*, without cause, at any time prior to the commencement of the *Work* by giving the *Construction Manager Notice in Writing* to that effect.

13.2 If the *Owner* terminates the *Contract* prior to the commencement of the *Work*, the *Construction Manager* shall be entitled to payment only as follows:

- .1 payment on account of the *Construction Manager's Fee* for the *Services* earned as described in paragraph 5.2 of Article A-5 of the Agreement – CONSTRUCTION MANAGER'S FEE together with such *Value Added Taxes* as may be applicable to such payments, and
- .2 payment on account of the reimbursable expenses for the *Services* earned as described in Article A-6 of the Agreement – REIMBURSABLE EXPENSES FOR THE SERVICES together with such *Value Added Taxes* as may be applicable to such payments.

The *Construction Manager* shall not be entitled to any payment on account of the *Construction Manager's Fee* for the *Work* and shall not have any claim against the *Owner* for any additional compensation or damages in connection with such termination.

2. AMENDMENTS TO DEFINITIONS

2.1 Add the following definition:

Other Contractors

Other Contractors are persons or entities engaged by the *Owner* to provide services and/or materials for the *Project*, other than the *Construction Manager*.

Project

The *Project* is the entire development described in the *Contract Documents* of which the *Work* forms a part.

Submittals

Submittals are documents or items required by the *Contract Documents* to be provided by the *Construction Manager*, such as:

- *Shop Drawings*, samples, models, mock-ups to indicate details or characteristics, before the portion of the *Work* that they represent can be incorporated into the *Work*; and
- as-built drawings and manuals to provide instructions for the operation and maintenance of the *Work*.

3. AMENDMENTS TO THE GENERAL CONDITIONS

PART 1 GENERAL PROVISIONS

3.1 GC 1.1 CONTRACT DOCUMENTS

3.1.1 Amend paragraph 1.1.6.1 by moving the words "Supplementary Conditions" so they are second in the order of priority of documents, and delete the words "if any":

3.2 GC 1.7 EXCESS ADMINISTRATION

3.2.1 Add the following new General Condition and paragraphs:

GC 1.7 EXCESS ADMINISTRATION

1.7.1 Where *Substantial Performance* of the work is delayed by acts or omissions of the *Contractor* or the failure of *Subcontractors* to work to the *Construction Manager's* schedule the *Construction Manager* will be liable for all excess administration costs incurred by the *Owner*.

- .1 The *Owner* may at their sole discretion, deduct administrative costs from any payments made to the *Construction Manager* under terms and conditions set forth under this *Contract*.

- .2 This provision will not in any way detract from or affect any other remedy that the *Owner* may have against the *Construction Manager*.
- 1.7.2 *Construction Manager* will be responsible to pay all costs incurred by the *Owner* related to the *Consultant's* contract administration costs where the *Construction Manager* fails to meet the scheduled *Substantial Performance of the Work* date as follows:
 - .1 The cost of the predetermined fees will be based on an hourly rate of \$185.00 per hour.
 - .2 Charges will commence on the first working day subsequent to the scheduled *Substantial Performance of the Work* as indicated in the Appendix – Stipulated Price Option Article A-1, paragraph 1.4 and will conclude on the date when *Substantial Performance for the Work* is actually attained.

3.3 GC 1.8 ADVERTISING AND PUBLIC NOTICES

- 3.3.1 Add the following new General Condition and paragraphs:

GC 1.8 ADVERTISING AND NOTICES

- 1.8.1 The *Construction Manager* shall obtain the *Owner's* prior written approval for all advertising, written public promotion, press releases and all other publicity of other forms, in which the *Owner's* name, logo's, trademarks or other information proprietary to the *Owner* are used or in which words are used from which any connection to the *Owner's* name, trademarks, logos or other proprietary information may be inferred. The *Construction Manager* shall not permit any public ceremony in connection with the *Work*, without the prior, written permission of the *Owner*. The *Construction Manager* shall not erect, place or post any signage or advertisements without the *Owner's* prior written approval.

PART 2 ADMINISTRATION OF CONTRACT

3.4 GC 2.5 DEFECTIVE WORK

- 3.4.1 Add new subparagraphs 2.5.1.1 and 2.5.1.2:
 - 2.5.1.1 The *Construction Manager* shall rectify, in a manner acceptable to the *Owner* and the *Consultant*, all defective work and deficiencies throughout the *Work*, whether or not they are specifically identified by the *Consultant*.
 - 2.5.1.2 The *Construction Manager* shall prioritize the correction of any defective work which, in the sole discretion of the *Owner*, adversely affects the day to day operations of the *Owner*.

3.5 GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

3.5.1 Delete paragraph 3.2.2.2 in its entirety.

3.6 GC 3.4 REVIEW OF DRAWINGS, SPECIFICATIONS AND MATERIAL AND FINISH SCHEDULES

3.6.1 Delete paragraph 3.4.1 in its entirety and substitute new paragraph 3.4.1:

3.4.1 The *Construction Manager* shall review the *Construction Documents* and any *Supplemental Instruction* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Construction Manager* may discover. If the *Construction Manager* does discover any error, inconsistency or omission in the *Construction Documents* or *Supplemental Instruction*, the *Construction Manager* shall not proceed with the work affected until the *Construction Manager* has received corrected or missing information from the *Consultant*.

3.6.2 Delete paragraph 3.4.2 in its entirety.

3.7 GC 3.6 SUPERVISION

3.7.1 Delete paragraph 3.6.1 in its entirety and substitute new paragraph 3.6.1:

3.6.1 The *Construction Manager* shall provide all necessary supervision and appoint a competent representative who shall be in attendance at the *Place of Work* while work is being performed. Prior to making any changes to the *Construction Manager's* supervisory personnel; the *Construction Manager* shall provide not less than fifteen (15) working days' notice to the *Owner* and receive the *Owner's* acceptance, in writing, of all changes to supervisory personnel.

3.7.2 Add new paragraph 3.6.3:

3.6.3 The *Owner*, at their sole discretion, either autonomously or, based on the *Consultants'* recommendations, may require the *Construction Manager* to make changes to supervision where current supervision is deemed unsatisfactory; changes must be acted upon by the *Construction Manager* within ten (10) working days from the date of notification to the *Construction Manager* from the *Owner* or the *Consultant*.

3.8 GC 3.8 LABOUR AND PRODUCTS

3.8.1 Add new paragraph 3.8.3:

3.8.3 The *Construction Manager* is responsible for the safe storage of *Products* at the *Place of Work* in a manner that protects the *Products* from damage or contamination and does not create dangerous conditions for persons or property at the *Place of Work*.

3.9 GC 3.10 SHOP DRAWINGS

3.9.1 Amend the heading “**GC 3.10 SHOP DRAWINGS**” to read “**GC 3.10 SHOP DRAWINGS AND OTHER SUBMITTALS**”.

3.9.2 Amend paragraphs 3.10.1, 3.10.2, 3.10.4, 3.10.7, 3.10.8, 3.10.8.2, 3.10.9, 3.10.10, 3.10.11 and 3.10.12 by adding the words ‘and *Submittals*’ after each occurrence of the words ‘*Shop Drawings*’.

3.9.3 Delete 3.10.3 in its entirety and substitute new paragraph 3.10.3

3.10.3 Prior to the first application for payment, the *Construction Manager* and the *Consultant* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings* and other *Submittals*.

3.9.4 Amend paragraph 3.10.12 by deleting the words ‘with reasonable promptness so as to cause no delay in the performance of the *Work*’ in paragraph 3.10.12 and substituting the words ‘within 10 calendar days or such other period as may be agreed to by the *Construction Manager* and the *Consultant*’.

3.10 GC 3.14 PERFORMANCE BY THE CONSTRUCTION MANAGER

3.10.1 Add the following new General Condition and paragraph:

GC 3.14 PERFORMANCE BY THE CONSTRUCTION MANAGER

3.14.1 In performing its services and obligations under the *Contract*, the *Construction Manager* shall exercise the standard of care, skill and diligence that would normally be provided by an experienced and prudent *Construction Manager* supplying similar services for similar projects. The *Construction Manager* acknowledges and agrees that throughout the *Contract*, the *Construction Manager’s* obligations, duties and responsibilities shall be interpreted in accordance with this standard.

3.11 GC 4.1 CASH ALLOWANCES

3.11.1 Delete paragraph 4.1.4 in its entirety and substitute new paragraph 4.1.4:

4.1.4 Where the costs under any cash allowance exceed the amount of the allowance specified in the *Contract*, any unexpended amounts from other cash allowances specified in the *Contract* shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no adjustment to the *Construction Manager's Fee* for the *Work* or the *Guaranteed Maximum Price*. Only where the costs under all cash allowances exceed the total amount of all cash allowances shall the *Construction Manager* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*. The *Owner* shall be credited for the net amount of any unexpended cash allowances, after providing for any reallocations, but not for the *Construction Manager's* overhead and profit on such amount.

3.11.2 Add new paragraph 4.1.8:

4.1.8 The *Owner* reserves the right to call, or to have the *Construction Manager* call, for competitive bids for portions of the *Work* to be paid for from cash allowances.

3.12 GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

3.12.1 Amend the heading "**GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**" to read "**GC 5.1 FINANCING INFORMATION REQUIRED**".

3.12.2 Delete paragraph 5.1.1 in its entirety and substitute new paragraph 5.1.1:

5.1.1 The *Owner* and the *Construction Manager* shall provide each other with timely *Notice in Writing* of any material change in their financial ability to fulfill their respective obligations under the *Contract*.

3.12.3 Delete paragraph 5.1.2 in its entirety.

3.13 GC 5.5 SUBSTANTIAL PERFORMANCE OF THE WORK

3.13.1 Delete paragraph 5.5.1 in its entirety and substitute new paragraph 5.5.1:

5.5.1 When the *Construction Manager* is of the opinion that the *Work* is substantially performed, the *Construction Manager* shall prepare and submit to the *Owner*, with a copy to the *Consultant*:

- .1 a comprehensive list of items to be completed or corrected -- failure to include an item on the list does not alter the responsibility of the *Construction Manager* to complete the *Contract* – and

- .2 a certificate of *Substantial Performance of the Work* for verification by the *Consultant*.

3.13.2 Delete paragraph 5.5.2 in its entirety and substitute new paragraph 5.5.2:

5.5.2 The *Consultant* will review the *Work* to verify the validity of the certificate of *Substantial Performance of the Work* and shall promptly, and in any event, no later than 15 calendar days after receipt of the *Construction Manager's* list of items to be completed or corrected and certificate of *Substantial Performance of the Work*:

- .1 advise the *Construction Manager* in writing, with a copy to the *Owner*, that the *Work* is not substantially performed and give reasons why, or
- .2 verify in writing the certificate of *Substantial Performance of the Work*, with a copy to the *Owner* and the *Construction Manager*.

Within 3 calendar days after the date of issue of the certificate, as verified by the *Consultant*, the *Construction Manager* shall post the certificate in a conspicuous place at the *Place of the Work* to which the certificate relates.

3.14 **GC 5.6 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

3.14.1 Delete GC 5.6 in its entirety and substitute new GC 5.6:

GC 5.6 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

5.6.1 After the *Consultant* verifies the certificate of *Substantial Performance of the Work*, the *Construction Manager* shall:

- .1 submit an application for payment of the major lien fund,
- .2 submit CCDC 9A 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Construction Manager* in the *Substantial Performance of the Work* and for which the *Owner* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.

- 5.6.2 After the receipt of an application for payment from the *Construction Manager* and the statement as provided in paragraph 5.6.1, the *Consultant* will issue a certificate for payment of the major lien fund.
- 5.6.3 The *Owner* shall, within 10 calendar days after the date of the certificate for payment of the major lien fund, place the major lien fund in a bank account in the joint names of the *Owner* and the *Construction Manager*.
- 5.6.4 When 45 calendar days have expired from the date of issue of the certificate of *Substantial Performance of the Work*, as verified by the *Consultant*, and if no builders' liens have been registered for the *Work*, the *Owner* shall promptly release the major lien fund to the *Construction Manager*.
- 5.6.5 If a builders' lien has been registered for the *Work*, the *Owner* will not make any further payments to the *Construction Manager* until that builders' lien has been discharged.

3.15 GC 5.7 PROGRESSIVE RELEASE OF HOLDBACK

- 3.15.1 Delete GC 5.7 in its entirety and substitute new GC 5.7:

GC 5.7 PROGRESSIVE RELEASE OF HOLDBACK

- 5.7.1 The *Construction Manager* or a *Subcontractor* is of the opinion that the work of that *Subcontractor* is substantially performed, the *Construction Manager* or that *Subcontractor* shall prepare and submit to the *Owner*, with a copy to the *Consultant*:
 - .1 a comprehensive list of the items to be completed or corrected -- failure to include an item on the list does not alter the responsibility of the *Construction Manager* and that *Subcontractor* to complete the work of that subcontract -- and
 - .2 a certificate of substantial performance in respect of that *Subcontractor's* subcontract, for verification by the *Consultant*.
- 5.7.2 The *Consultant* will review the *Subcontractor's* work to verify the validity of the certificate of substantial performance in respect of that *Subcontractor's* subcontract and shall promptly, and in any event, no later than 15 calendar days after receipt of the *Subcontractor's* list and certificate:
 - .1 advise the *Construction Manager* and *Subcontractor* in writing, with a copy to the *Owner*, that the *Subcontractor's* work is not substantially performed and give reasons why, or

- .2 verify in writing the certificate of substantial performance in respect of that *Subcontractor's* subcontract, with a copy to the *Owner*, the *Construction Manager* and *Subcontractor*.

Within 3 calendar days after the date of issue of the certificate, as verified by the *Consultant*, the person issuing the certificate shall post the certificate in a conspicuous place at the *Place of the Work* to which the certificate relates.

- 5.7.3 After the *Consultant* verifies the certificate of substantial performance in respect of a *Subcontractor's* subcontract, the *Subcontractor* shall submit CCDC 9B 'Statutory Declaration' to state that all accounts for labour, subcontracts, *Products*, *Construction Equipment*, and other indebtedness which may have been incurred by the *Subcontractor* in the performance of that *Subcontractor's* work and for which the *Owner* or the *Construction Manager* might in any way be held responsible have been paid in full, except for amounts properly retained as a holdback or as an identified amount in dispute.
- 5.7.4 After the receipt of an application for payment from the *Construction Manager* and the *Subcontractor's* statement as provided in paragraph 5.7.3, the *Consultant* will issue a certificate for payment of that *Subcontractor's* portion of the major lien fund and provide a copy of such certificate to the *Owner*, the *Construction Manager*, and the *Subcontractor*.
- 5.7.5 When 45 calendar days have expired from the date of issue of the certificate of substantial performance in respect of that *Subcontractor's* subcontract, as verified by the *Consultant*, and no builders' liens have been registered for the *Work*, the *Owner* shall promptly release that *Subcontractor's* portion of the major lien fund to the *Construction Manager*. If no builders' liens have been registered for the *Work*, the *Construction Manager* shall promptly release that portion of the major lien fund to that *Subcontractor*.
- 5.7.6 Notwithstanding the provisions of the preceding paragraphs, and notwithstanding the wording of such certificates, the *Construction Manager* and that *Subcontractor* shall ensure that such subcontract work or *Products* are protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when such certificates were issued.

3.16 GC 5.8 FINAL PAYMENT FOR THE WORK

3.16.1 Delete paragraph 5.8.4 and substitute new paragraph 5.8.4:

5.8.4 Subject to the provisions of paragraph 10.4.1 of G.C. 10.4 - WORKERS' COMPENSATION, and subject to no builders' liens being registered for the *Work*, the *Owner* shall at the expiration of 45 calendar days from total completion of the *Work* referred to in the Builders' Lien Act of Alberta, pay the *Construction Manager* as provided for in Article A-9 of the Agreement - PAYMENT.

3.17 GC 6.5 DELAYS

3.17.1 Delete the period at the end of paragraph 6.5.1, and substitute the following words:

‘, but excluding any consequential, indirect or special damages.’

3.17.2 Delete the period at the end of paragraph 6.5.2, and substitute the following words:

‘, but excluding any consequential, indirect or special damages.’

3.18 GC 9.1 PROTECTION OF WORK AND PROPERTY

3.18.1 Delete subparagraph 9.1.1.1 in its entirety and substitute new subparagraph 9.1.1.1:

9.1.1.1 Errors in the *Contract Documents* which the *Construction Manager* could not have discovered applying the standard of care described in paragraph 3.14.1;

3.18.2 Delete paragraph 9.1.2 in its entirety and substitute the following new paragraph 9.1.2:

9.1.2 Before commencing any *Work*, the *Construction Manager* shall determine the locations of all underground utilities and structures indicated in the *Contract Documents*, or that are discoverable by applying to an inspection of the *Place of the Work* the degree of care and skill described in paragraph 3.14.1.

3.18 GC 9.4 CONSTRUCTION SAFETY

3.18.1 Delete paragraph 9.4.1 in its entirety and substitute the following new paragraph 9.4.1:

9.4.1 The *Construction Manager* shall for the purposes of the Occupational Health and Safety Act (Alberta) and for the duration of the *Work* of this *Contract*:

.1 Be the "Prime Contractor" for the "Work Site".

.2 Meet all requirements of the Occupational Health and Safety Act and

Regulations, Workers Compensation Board legislation, the Fire Code legislation and all other applicable laws that govern work place safety.

- .3 The *Construction Manager* shall direct all *Subcontractors*, sub-Subcontractors, Other Contractors, employees, suppliers, workers and any other persons at the “Work Site” on safety related matters, to the extent required to fulfill its “Prime Contractor” responsibilities pursuant to the Act, regardless of:
 - .1 Whether or not any contractual relationship exists between the *Construction Manager* and any of these entities; and,
 - .2 whether or not such entities have been specifically identified in this *Contract*.

3.19 GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 3.19.1 Amend paragraph 10.2.5 by deleting from the first line the word ‘The’, and substituting the words:

‘Subject to paragraph 3.14.1, the...’

- 3.19.2 Delete paragraph 10.2.6 in its entirety, and substitute the following new paragraph 10.2.6:

10.2.6 If the *Construction Manager* fails to advise the *Consultant* in writing, fails to obtain direction as required in paragraph 10.2.5, and performs work that the *Construction Manager* knows or ought to know is contrary to any laws, ordinances, rules, regulations or codes, the *Construction Manager* shall be responsible for and shall correct the violations thereof, and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

3.20 GC 11.1 INSURANCE

- 3.21.1 GC 11.1.1.4; Add the following after the first sentence;

11.1.1.4 “...Such policy shall include ‘resultant damage’ coverage with respect to any exclusion of faulty workmanship, design or materials”

- 3.21.2 Add new paragraphs 11.1.9, 11.1.10, 11.1.11 and 11.1.12:

11.1.9 All insurance policies shall also cover as unnamed insureds, all directors, officers and employees of the insureds.

11.1.10 All insurance policies shall contain a clause waiving every right of the subrogation any the insurance company against the *Owner* and other insureds arising out of or in any way connected with the performance of this *Contract*.

- 11.1.11 All insurance policies shall contain a clause providing that the rights of the *Owner* under any provision of the insurance policy shall not be prejudiced by any default or violation by the *Construction Manager* or by any other person or party insured by the policy.
- 11.1.12 Insurance coverage shall be endorsed to provide the *Owner* with 30 days' prior written notice of cancellation. Evidence of renewal of coverage shall be provided to the *Owner* prior to expiry.

3.21 GC 12.1 INDEMNIFICATION

- 3.21.1 Delete paragraph 12.1.1 in its entirety, and substitute the following new paragraph 12.1.1:

12.1.1 The *Construction Manager* shall indemnify and hold harmless the *Owner*, its officers, directors, employees, consultants and agents from any and all liabilities, claims, suits, actions, damages and expenses (including costs on a solicitor and his own client basis) which may be brought or made or which they may pay or incur as a result of or in connection with the performance, purported performance or non-performance of the requirements of the *Contract* or of the *Work* by the *Construction Manager*, its *Subcontractors*, sub-*Subcontractors*, suppliers or any other person, firm or entity, including their respective personnel, employees or agents, engaged by the *Construction Manager* for performance of the *Work* of this *Contract*; and for whom the *Construction Manager*, under the provisions of this *Contract*, is responsible for, provided such claims are:

- .1 caused by the neglect, acts of omissions or, breaches of contract or fault of the *Construction Manager* or of its *Subcontractors*, sub-*Subcontractors*, suppliers or any other person, firm or entity, including their respective personnel, employees or agents, engaged by the *Construction Manager* for performance of the *Work* or anyone whose acts the *Construction Manager* may be liable; and
- .2 sued upon within a period of two (2) years from the date of *Substantial Performance of the Work* or within such longer period of time as may be prescribed by the limitation statute of the Province of Alberta.

- 3.21.2 Delete paragraph 12.1.2 in its entirety, and substitute the following new paragraph 12.1.2:

12.1.2 The *Construction Manager* shall hold the *Owner* harmless from and against all claims, demands, losses, costs (including costs on a solicitor and his own client basis), damages, actions, suits or proceedings arising out of the *Construction Manager's* performance of the *Contract* which give rise to an infringement or alleged infringement of any intellectual property right, including but, not limited to copyright, trademark, patent or invention.

- 3.21.3 Delete paragraphs 12.1.3, 12.1.4 and 12.1.5 in their entirety.

3.21.4 Add new paragraph 12.1.7:

12.1.7 By virtue of the *Contract*, the *Construction Manager* is designated and shall assume all the duties and responsibilities of Prime Contractor for the *Project* as defined by the Occupational Health and Safety Act of the Province of Alberta and Regulations thereunder (the Act) and in said capacity, shall have the skills to ensure compliance on its part and on the part of all employees, agents or subcontractors with all of the provisions of the Act and Regulations. Should the Act or Regulations not be complied with, the *Owner* may give *Notice in Writing* to the *Construction Manager* to discontinue operations until steps have been taken to ensure compliance. The *Construction Manager* shall discontinue work as of the date of receipt of such notice. The *Construction Manager* shall be solely responsible for any fees, expenses, damages, costs, etc. resulting from the breach of any provisions of the Act or Regulations and the *Construction Manager* shall indemnify, hold harmless and pay for any costs incurred by the *Owner* as a result of such breach.

3.22 GC 12.2 WAIVER OF CLAIMS

3.22.1 Add new paragraph 12.2.11:

12.2.11 All provisions of GC 12.2 WAIVER OF CLAIMS, are subject to the provisions of the Limitations Act of Alberta and amendments thereto.

3.23 GC 12.3 WARRANTY

3.23.1 Delete paragraph 12.3.1 and substitute new paragraph 12.3.1:

12.3.1 Except for extended warranties as described in paragraph 12.3.7, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*, as certified by the *Consultant*.

3.24 PART 13 CONFIDENTIALITY

3.24.1 Part 13 Confidentiality; add new Part, Articles and paragraph:

PART 13 CONFIDENTIALITY

CG 13.1 CONFIDENTIALITY

13.1.1 Throughout the term of this *Contract*, and for a period of seven years thereafter, the *Owner* and the *Construction Manager* will protect the confidentiality of all proprietary and confidential information of the other that is disclosed to it and will protect such information with the same standard of care as such party would use to protect the confidentiality of its own proprietary and confidential information which shall be, at a minimum a reasonable standard, and in any event, each party shall protect the confidentiality of all such proprietary and confidential information as may be required by law, including without limitation, as may be required under the Freedom of Information and Protection of Privacy Act.

3.25 PART 14 SEVERABILITY

3.25.1 Part 14 Severability; add new Part, Articles and paragraphs:

PART 14 SEVERABILITY

GC 14.1 SEVERABILITY

- 14.1 Any and all provision of this *Contract* which is found or discovered to be illegal, invalid, void, prohibited or unenforceable will be:
- 14.2 Separate and severable from this *Contract*; and
- 14.3 Ineffective to the extent of such illegality, invalidity, avoidance, prohibition or unenforceability; without affecting any of the provisions of this *Contract* which will be binding upon the parties and enforceable to the fullest extent of the law.

3.26 PART 15 DAMAGE TO WORK AND FORCE MAJEURE

3.26.1 Part 15 Damage to Work and Force Majeure; Add new Part, Articles, and paragraph:

PART 15 DAMAGE TO WORK AND FORCE MAJEURE

GC 15.1 DAMAGE TO WORK AND FORCE MAJEURE

15.1.1 The works performed and completed shall be at the risk of the *Construction Manager* and he shall bear all loss or damage whatsoever from whatsoever cause arising, excepting either acts of the Queen's enemies or acts of God, which may occur to the works, prior to *Contract* completion, and if any such loss or damage occurs before such completion, the *Construction Manager* shall immediately, at his own expense, repair, restore, and re-execute the work so damaged, or replace losses incurred, so that the whole works, or the respective portions thereof, shall be completed within the time limited for completion thereof.

3.27 PART 15 MISCELLANEOUS

3.27.1 Part 15 Miscellaneous; add new Part, Articles and paragraphs:

PART 15 MISCELLANEOUS

GC 15.1 LIENS

15.1 In the event that a construction lien arising from the performance of the *Work* is registered against the *Project* lands the *Construction Manager* shall, within ten (10) calendar days, vacate or discharge the lien from title to the premises. In the event that the *Construction Manager* fails or refuses to vacate or discharge a construction lien within the time prescribed above, the *Owner* shall, at its option, be entitled to take all steps necessary to vacate and/or discharge the lien, and all costs and expenses incurred by the *Owner* in so doing (including, without limitation, all legal fees and disbursements) shall be for the account of the *Construction Manager*, and the *Owner* may deduct such amounts from amounts otherwise owing to the *Construction Manager*. The costs associated with obtaining and maintaining any security posted to vacate any construction lien and to resolving the construction lien claim shall be to the *Construction Manager's* account (and shall not form part of either the *Cost of the Work*, the *Construction Manager's Fee* or the *Contract Price*) unless the construction lien arises solely as a result of a breach by the *Owner* of its payment obligations under this *Contract*.

**3.28 CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE (CCDC) DOCUMENT
41 – INSURANCE REQUIREMENTS – PUBLICATION DATE: JANUARY 21, 2008.**

- 3.28.1 All references to “*Contractor*” are replaced with “*Construction Manager*”.
- 3.28.2 Paragraph 1.; add the word “Comprehensive” before the words “General liability insurance shall...”
- 3.28.3 Paragraph 2.; revise to read:
2. Automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy, shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property, covering all vehicles owned or leased and non- owned by the *Construction Manager*. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Construction Manager* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Construction Manager*.

END OF SECTION

APPENDIX – STIPULATED PRICE OPTION

For clarity, the Supplementary Conditions below amend and revise the Appendix – Stipulated Price Option only, and do not apply unless and until the *Owner* and *Construction Manager* proceed with the stipulated price option and execute the Change Order in respect thereof. To that extent, the provisions in the Appendix do not modify the amendments and/or revisions to the Agreement as prescribed in these Supplementary Conditions, unless expressly prescribed below.

Section references below are to the paragraph numbers set out in the Appendix.

Article A-7

Delete Appendix section 4, paragraph 7.1.3.

Article A-9

Amend Appendix section 7 by deleting paragraphs 9.1.2 and substitute:

“upon *Substantial Performance of the Work*, the major lien fund together with such *Value Added Taxes* as may be applicable to such payment, as set out in GC 5.6 - PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK, and”

Amend Appendix section 7 by delete paragraph 9.1.3 and substitute:

“upon the issuance of the final certificate for payment, the unpaid balance of the *Construction Manager’s Fee* for the *Services* and the *Contract Price*, and the minor lien fund when due together with such *Value Added Taxes* as may be applicable to such payments, as set out in paragraph 5.8.4, as amended by these Supplementary Conditions.”

GC 2.5

Amend GC 2.5 to add new subparagraphs 2.5.1.1 and 2.5.1.2:

- 2.5.1.1 The *Construction Manager* shall rectify, in a manner acceptable to the *Owner* and the *Consultant*, all defective work and deficiencies throughout the *Work*, whether or not they are specifically identified by the *Consultant*.
- 2.5.1.2 The *Construction Manager* shall prioritize the correction of any defective work which, in the sole discretion of the *Owner*, adversely affects the day to day operations of the *Owner*.

GC 3.8

Amend to add new paragraph 3.8.4:

- 3.8.4 The *Construction Manager* is responsible for the safe storage of *Products* at the *Place of Work* in a manner that protects the *Products* from damage or contamination and does not create dangerous conditions for persons or property at the *Place of Work*.

New GC 3.14 – SERVICES

Amend Appendix section 20 to read **New GC 3.15 – SERVICES** and renumber section accordingly.

GC 4.1

Delete paragraph 4.1.4 and substitute:

- 4.1.4 Where the costs under any cash allowance exceed the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no adjustment to the *Construction Manager's Fee* for the *Work* or the *Contract Price*. The *Owner* shall be credited for the net amount of any unexpended cash allowances, after providing for any reallocations, but not for the *Construction Manager's* overhead and profit on such amount. If the total costs of all cash allowance items exceeds the total amount of all cash allowances, then to the extent such increases were not caused or contributed by the *Construction Manager*, the *Contract Price* shall be adjusted accordingly by *Change Order*.

GC 6.5

Amend paragraphs 6.5.1 and 6.5.2 by deleting the period at the end of each paragraph and add the following:

‘, but excluding any consequential, indirect or special damages.’

GC 9.1

Delete subparagraph 9.1.1.1 in its entirety and substitute new subparagraph 9.1.1.1:

- 9.1.1.1 Errors in the *Contract Documents* which the *Construction Manager* could not have discovered applying the standard of care described in paragraph 3.14.1;

Delete paragraph 9.1.2 in its entirety and substitute the following new paragraph 9.1.2:

- 9.1.2 Before commencing any *Work*, the *Construction Manager* shall determine the locations of all underground utilities and structures indicated in the *Contract Documents*, or that are discoverable by applying to an inspection of the *Place of the Work* the degree of care and skill described in paragraph 3.14.1.

GC 10.2

Amend paragraph 10.2.5 by deleting from the first line the word 'The', and substituting the words:

'Subject to paragraph 3.14.1, the...'

- 3.19.2 Delete paragraph 10.2.6 in its entirety, and substitute the following new paragraph 10.2.6:

- 10.2.6 If the *Construction Manager* fails to advise the *Consultant* in writing, fails to obtain direction as required in paragraph 10.2.5, and performs work that the *Construction Manager* knows or ought to know is contrary to any laws, ordinances, rules, regulations or codes, the *Construction Manager* shall be responsible for and shall correct the violations thereof, and shall bear the costs, expenses and damages attributable to the failure to comply with the provisions of such laws, ordinances, rules, regulations, or codes.

GC 12.1

Amend Appendix section 39 as follows:

Delete paragraph 12.1.1 in its entirety, and substitute the following new paragraph 12.1.1:

- 12.1.1 The *Construction Manager* shall indemnify and hold harmless the *Owner*, its officers, directors, employees, consultants and agents from any and all liabilities, claims, suits, actions, damages and expenses (including costs on a solicitor and his own client basis) which may be brought or made or which they may pay or incur as a result of or in connection with the performance, purported performance or non-performance of the requirements of the *Contract* or of the *Work* by the *Construction Manager*, its *Subcontractors*, sub-Subcontractors, suppliers or any other person, firm or entity, including their respective personnel, employees or agents, engaged by the *Construction Manager* for performance of the *Work* of this *Contract*, and for whom the *Construction Manager*, under the provisions of this *Contract*, is responsible for, provided such claims are:
- .1 caused by the neglect, acts of omissions or, breaches of contract or fault of the *Construction Manager* or of its *Subcontractors*, sub-Subcontractors, suppliers or any other person, firm or entity, including their respective personnel, employees or agents, engaged by the *Construction Manager* for performance of the *Work* or anyone whose

acts the *Construction Manager* may be liable; and

- .2 sued upon within a period of two (2) years from the date of *Substantial Performance of the Work* or within such longer period of time as may be prescribed by the limitation statute of the Province of Alberta.

Delete paragraph 12.1.2 in its entirety, and substitute the following new paragraph 12.1.2:

- 12.1.2 The *Construction Manager* shall hold the *Owner* harmless from and against all claims, demands, losses, costs (including costs on a solicitor and his own client basis), damages, actions, suits or proceedings arising out of the *Construction Manager's* performance of the *Contract* which give rise to an infringement or alleged infringement of any intellectual property right, including but, not limited to copyright, trademark, patent or invention.

Delete paragraphs 12.1.3, 12.1.4 and 12.1.5 in their entirety.

Add new paragraph 12.1.7:

- 12.1.7 By virtue of the *Contract*, the *Construction Manager* is designated and shall assume all the duties and responsibilities of Prime Contractor for the *Project* as defined by the Occupational Health and Safety Act of the Province of Alberta and Regulations thereunder (the Act) and in said capacity, shall have the skills to ensure compliance on its part and on the part of all employees, agents or subcontractors with all of the provisions of the Act and Regulations. Should the Act or Regulations not be complied with, the *Owner* may give *Notice in Writing* to the *Construction Manager* to discontinue operations until steps have been taken to ensure compliance. The *Construction Manager* shall discontinue work as of the date of receipt of such notice. The *Construction Manager* shall be solely responsible for any fees, expenses, damages, costs, etc. resulting from the breach of any provisions of the Act or Regulations and the *Construction Manager* shall indemnify, hold harmless and pay for any costs incurred by the *Owner* as a result of such breach.

GC 12.3

Delete paragraph 12.3.1 and substitute new paragraph 12.3.1:

- 12.3.1 Except for extended warranties as described in paragraph 12.3.6, the warranty period under the *Contract* is one year from the date of *Substantial Performance of the Work*, as certified by the *Consultant*.

END OF SECTION