## **REQUEST FOR PROPOSAL**

## **BUILDING DESIGN SERVICES**

## Public Work Garage

Town Of Grand Bay-Westfield

2025-GBWPWG-01

#### **RFP CONTACT:**

Kyle Mathers P.Eng. PMP Info@matherspmc.ca

Issue Date: February 11, 2025 / Closing Date: March 11, 2025

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## Invitation

On behalf of the Town of Grand Bay-Westfield, Mathers Project Management Consulting Inc. is inviting Proponents to submit a proposal under the terms described herein, for "Building Design Services" for Public Work Garage, located at PID 30070957 on Highland Road in Grand Bay Westfield.

Proposals in the form described herein will be received by the Mathers Project Management Consulting Inc on/or prior to the Proposal Submission Date: **3:00 pm** (Local Time), March 11, 2025 electronically, addressed to:

Kyle Mathers. Email: info@matherspmc.ca

Proposals must be identified as: Building Design Services, Public Works Garage-Grand Bay Westfield , Project No. 2025-PWG-01

## Terminology

Throughout this Request for Proposal (RFP), terminology is used as follows:

- "PWG" means Public Works Garage.
- "Building Design Services" Refers to the scope of services required to be provided by the proponent as described within the RFP.
- "Contractor" Refers to the General Contractor, engaged by the Owner to perform the construction work required by the Construction Documents.
- "GBW" or "Owner" for the purpose of this proposal means Town of Grand Bay-Westfield.
- "Project Team" includes the owner, the project manager, Consultant, and any other parties engaged by the GWB to support the design and construction of the Project.
- "RAIC" Royal Architecture Institute of Canada.
- "Reimbursable Expenses" refers to costs required to complete the project for which the no scope defined. The consultant will be reimbursed with no percentage mark up.
- "RFP" refers to this request for proposal, titled Building Design Services.
- "Shall", "Will", "Must", "Mandatory", or "Required" means a requirement that must be met for the proposal to receive consideration.
- "Should" or "desirable" means a requirement having a significant degree of importance to the objectives of the RFP.
- "The Project" refers to the Public Work Garage building to be built in Town of Grand Bay-Westfield.
- "The Consultant" refers to the successful proponent of this RFP.
- "The Proponent" refers to firm or firms responding to this RFP.
- "Proposal Submission Date" refers to the date and time of tender closing, all other dates with respect to tenders and awards relate to this date.

## Introduction

The Town of Grand Bay-Westfield is planning a project to build a new Public Works Garage aimed at significantly enhancing the town's capacity to deliver essential public work services. The project aims to provide the necessary infrastructure to support the current and future operation required for the town.

The purpose of this RFP is to identify the most qualified proponent who has the resources, experience, skill and capacity to undertake building design services, including all civil work to build a New Public Works Garage under the terms and conditions described within this RFP. The successful proponent will work closely with the Project team to deliver the project on time and on budget.

The Town of Grand Bay-Westfield is not bound to accept any Proposal and reserves the right to cancel, postpone or stop the process at any time, at its sole discretion.

## The Project

The Public Works Garage Aims to replace the town's existing facility with newly built modern infrastructure. The new Public Works Garage is proposed to be located at PID 30070957 on Highland Road in Grand Bay-Westfield. The project involves the construction of a new municipal facility designed to meet the current operational needs and support the town's requirements for the next 20 years. The proposed site is currently undeveloped. A geotechnical investigation has been conducted into the proposed Public Works Garage project site. The Geotechnical Investigation report will be made available to the successful proponent. A proposed site plan is included in Appendix A.

#### Project Requirements

The Grand Bay-Westfield sees the following requirements from this project:

- Site Plan A site plan has been prepared, for guidance
- Vehicle storage and Maintenance
  - Bays: The building will have 6 bays.
  - Maintenance Bay: One bay will be equipped for maintaining and repairing municipal vehicles, including facilities for welding. The building shall include an allowance for a hoist in this bay.
  - Wash Bay: A designated bay will function as a wash bay.
- Equipment Storage
  - The facility will store a range of municipal vehicles, including two tandems, three single-axle trucks, a backhoe, and plow equipment.
  - Some equipment may be stored in an exterior, unheated space.
- Support Space
  - A modern, Air-conditioned support area that includes:
    - A boardroom to accommodate up to 20 users.
    - Includes four private offices.
    - A lunchroom to accommodate all employees at once.
    - Gender-neutral washrooms
    - Shower

- Dedicated storage facilities for staff use.
- Technology Integration: IT infrastructure for operational efficiency.
- Sustainability feature: EV charging station and room for future addition.
- Expandable building design
  - Flexible design to seamlessly facilitate future additions and expansions as required (design plans to show future expansion)

#### Project Team

The Project team is comprised of the following team members:

- Owner Town of Grand Bay-Westfield
- Project Manager/Owner Representative Mathers Project Management Consulting Inc.
- GBW Public Works Superintendent
- Consultant Selected through this RFP process.
- General Contractor engaged at completion of design.
- Other participants will be engaged by the Owner as needed.

The Owner will be represented by Mathers Project Management Consulting Inc., who will be responsible for setting the direction and seek decisions for the project team. The Owner may consider additional personnel needed to deliver the project and coordinate with all participants.

The Consultant's role is defined within this RFP. The consultant will report to the owner's Project Manager and will work closely with all parties on the team. The consultant and the General Contractor will be expected to work closely together to deliver a Project that meets the needs of the Owner.

The Project will be executed using the Design Bid Build delivery method, ensuring a clear and efficient process where design and construction are procured separately. The General Contractor (GC) will be engaged by the Owner under a separate RFP process. The GC will report to the Owner representative and will work closely with the Design Consultant. The role of the GC is to provide constructability and cost feedback throughout the project.

#### Funding and Budgets

Funding for this project is provided by the Town of Grand Bay-Westfield. The town of Grand Bay-Westfield has established a total project budget of \$6.6 Million Canadian dollars. This budget is inclusive of all associated costs to this project, including but not limited to Design costs, soft costs (i.e. permitting, management, consulting etc.), construction costs, expenses and contingencies. A cost estimate based on conceptual information was completed by GBW. This document will be made available to the successful proponent.

The successful proponent is required to acknowledge the total project budget and commit to designing the building within these financial constraints. The elements within the project budget can be adjusted, however the total project budget is to be respected. The design must demonstrate cost-conscious planning and ensure

alignment with the approved budget throughout all phases of the project.

Coordination of the Project budget will involve the Project Manager and the Design Consultant. Should the projected costs for construction or design exceed the approved budget, the Owner reserves the right to request a redesign or discontinue the design process at the end of any phase if the design fails to meet budget requirements.

The following table outlines the proposed budget breakdown of the project:

Soft Costs, contingencies? and expenses	\$2,100,000
Construction, contingencies and site cost	\$4,500,000

#### Schedule

The following table outlines the proposed duration for each phase of the project: Table 1 - Milestone Schedule

Design Schedule	
Design (Start Immediately after Award)	4 Months
Procurement	6 Weeks
Construction	18 Months
Substantial completion	January 31, 2027

\*Schedule is estimate, can change with Owner acceptance.

#### Applicable Codes and Standards

The consultant shall be familiar with all applicable codes and standards. The consultant shall be particularly familiar with the most recent versions of the following:

- National Building Code of Canada (current edition).
- CSA Codes.
- Other codes and Standards that may be applicable to the project.

#### **Consultant Services**

The Town of Grand Bay-Westfield (GBW) seeks a design Consultant with demonstrated expertise to lead the design and planning for the Public Works Garage (PWG) project. Consultant will play an integral role in ensuring the project is designed to meet operational, budgetary, and sustainability goals, as outlined in this RFP. The consultant will be responsible for providing every stage of the design process, from initial planning to the building's completion and readiness for operation.

The scope of consultant services includes, but is not limited to:

- Design and Planning: Development of civil, architectural, structural, mechanical, and electrical designs for the building and associated site infrastructure.
- Site planning and Development: Design of landscaping, driveways, parking areas, and other related infrastructure to ensure functionality and aesthetic appeal.
- Cost and feasibility Analysis: Preparation of detailed cost estimates and evaluations to ensure project feasibility within approved budgets.
- Value Engineering and cost savings lead all value engineering activities in

order bring project in on budget.

- Sustainability Integration: Incorporation of environmentally responsible practices and energy-efficient solutions into the design process.
- Inclusive design: Integration of design elements to ensure accessibility and inclusivity, adhering to LGBTQ2+ friendly standards.
- Regulatory compliance: Assurance that all designs and plans meet applicable codes, standards, and regulations.
- Submitting and coordinating with the Authorities having jurisdiction.

Proposals should demonstrate the consultant's capacity to deliver innovative, efficient, and sustainable solutions while maintaining adherence to project budgets.

#### Consultant Additional Services

The Consultant is asked to provide separate pricing for the design of the Sanitary treatment facilities and domestic water well. These services may be added into the scope of the Consultant work. See Appendix A for diagram and breakdown.

## RFP Requirements, Format, and Evaluation

This RFP contains the instructions governing how the proposals are to be submitted and a description of the requirements. Compliance with the intent of a requirement will be determined by the evaluation committee.

The proposal must be submitted in accordance with the stated terms and conditions, scope of work, and any appendices and issued addenda. A person authorized to make commitments on behalf of the Consultant must sign the proposal.

Proposal submissions and signed copies of addenda are to be submitted, properly marked as to content, proposal number, closing date.

It is the Proponent's responsibility to ensure that proposal submissions are received before the RFP submission deadline. Late Proposals will not be accepted.

Proposal submissions must be sealed and received on/or prior to the Proposal Submission Date.

Proposals via fax or hard copies will not be accepted.

Proponents must submit their Proposals electronically via email, addressed to Mr. Kyle Mathers, Owners Representative, Mathers Project Management Consulting Inc., info@matherspmc.ca

Schedule

Milestone	Target Dates
Issuance of Design RFP	February 11, 2025
Last day for questions	March 5, 2025*

Last day for Addenda	March 7, 2025*
Proposal Submission Date	March 11, 2025
Review/Clarifications/Interviews	March 12 <sup>th</sup> 2025* to March 21, 2025*
Award RFP	March 25 <sup>st</sup> 2025*

\*Dates are adjusted by changes to submission date.

#### Proposal Content

Proponents must submit in the following format:

- 1. Consultant Capacity, Capability, Experience and Expertise:
  - Provide Information on the Consultant Firm and its qualifications. Include legal name.
  - Provide a description of a minimum of two similar (2) projects completed within the last 5 years, include:
    - Name and location.
    - Project size and cost.
    - State if the project was completed on time and budget, if not explain.
    - State scope of services provided in the contract.
    - Project narrative highlighting similarities to the Public Works Garage
  - Specific reference should be made regarding the experience the Consultant team has with the special requirements highlighted in the Consultant Services section above.
  - Firm Reference:
    - Include the name, title, address and contact phone number for the owner representative most knowledgeable about the project.
    - Include the name, title, address and contact phone number for at least two sub-contractors most knowledgeable about the project.
  - Provide a statement on the Proponent's capacity to undertake this project and to allocate the necessary financial and human resources given current commitments.
  - The Proponent shall also provide written confirmation on its ability to secure insurance coverage as outlined in this RFP.

#### 2. <u>Personnel Capability/ Experience and Expertise</u>:

- Identify the team (key staff) that are proposed to work on the project and describe their specific roles and responsibilities. Be as specific as possible when identifying key personnel for this project and include their resume, indicating their experience, technical certifications and credentials that particularly relate to their ability to manage or participate in a project of this scope and scale.
- Provide two client references for the Lead Technical resource proposed to work on the project. Include the name, title, address and a contact phone number for a client representative most knowledgeable about the individual.
- Provide two references for the Architect proposed to work on the project. Include the name, title, address and contact phone number for a client representative most knowledgeable about the individual.
- 3. <u>Project Approach</u>:
  - Describe the Proponent's plan for establishing project requirements, communicating and maintaining these requirements throughout the design

and stakeholder consultation process. Specifically include the method the proponent recommends using to track Owner and Project team comments to ensure comments are addressed and included.

- Describe the plan for monitoring and communicating the construction budget to the Consultants' team. The plan should include the actions required when the estimates of construction may not conform to the construction budget.
- Describe success at maintaining project budgets since 2020. Provide strategy during design and construction.
- Identify the CAD software that will be used by all disciplines and provide a description of the ability to develop into a Building Information Modelling package in the future.
- Describe the Proponent's plan for performing the design services. The plan shall illustrate the Proponent's understanding of the activities required during each phase and demonstrate its ability to coordinate and perform those activities. It shall also explain how the Proponent intends to work efficiently and effectively with GBW, Contractor, Regulators and Project Stakeholders. Highlighting how the proponent intends to consult with the regulators and stakeholders and achieve sign off on the project designs from each group. The Proponent shall highlight the administrative tools and equipment that will be used for communication and project controls.
- Provide a schedule that indicates the timing of critical activities to demonstrate how the project can achieve substantial performance by the date indicated. The schedule must include an allowance for GBW reviews and approvals at key stages.
- From the Proponent's perspective, identify the most significant risks to completing this project on time and within budget, and propose how the risks will be mitigated.
- Describe the Proponent's Quality Management Plan and Safety Management Plan. Make specific reference to any experience the Proponent has with Local, Provincial and Federal Regulations.
- 4. <u>Project Financials and Contract Conditions</u>:
  - The preferred form of contract is RAIC Document 6 Canadian Standard Form of Contract for Architectural Services, 2018 edition. However, the use of the ACEC (Association of Consulting Engineering Companies) contract may also be considered. Outline preferred contract and any proposed changes /stipulations the Proponent is recommending.
  - Description of reimbursable expenses.
  - For the purposes of responding to this RFP Proponents should provide:
    - A Fixed Price for each phase of the design.
    - Price for design and administration of domestic and sanitary infrastructure.
    - Rates for work outside of the fixed fee.
    - Reimbursable expenses.
  - Outline the methodology for arriving at the proposed fees; include level of effort for each of the key personnel throughout the project phases. Note any specific exclusion for each of the fees requested. Any proposal is to

clearly show the HST amount as extra and applicable.

- Indicate proposed payment terms.
- 5. Other Information (optional):
  - Additional information the Proponent believes will further highlight their ability to successfully deliver this project.
  - Any special qualifications the Proponent can bring to this project.
- 6. <u>Conflict of Interest Statement (if necessary)</u>.
- 7. Acknowledgement of any issued addendums.

#### Proposal Evaluation

Town of Grand Bay-Westfield will review and evaluate the proposals according to the following criteria:

Table 2 - Proposal Evaluation Criteria

EVALUATION CRITERIA	% VALUE
<ol> <li>Consultant capacity, capability, experience and expertise:         <ul> <li>Consultant's corporate philosophy.</li> <li>Consultant's experience in similar projects and references will be evaluated.</li> <li>Consultant's insurance provisions.</li> </ul> </li> </ol>	15%
<ul> <li>2. Personnel capability, experience and expertise:</li> <li>The qualifications of key personnel assigned to the project and their experience with similar scope and scale projects.</li> <li>References will be evaluated.</li> <li>Availability of the key personnel.</li> </ul>	20%
<ul> <li>3. Project approach: <ul> <li>Understanding of the following:</li> <li>Project scope, timelines and required services, pre-construction and construction including warranty period.</li> <li>Client values, needs and objectives.</li> <li>Project constraints and opportunities.</li> </ul> </li> <li>Tools, processes, controls and techniques that provide on time and within budget projects.</li> <li>Communication, consultation and transparency.</li> <li>Risk Mitigation Strategies.</li> <li>Understanding and experience of regulations, safety and security.</li> </ul>	25%
<ul> <li>4. Project financial and contract conditions:</li> <li>Lump sums complete the building design and construction administration services.</li> </ul>	40%
TOTAL	100%

#### Evaluation of Proposals:

A GBW evaluation committee will evaluate all proposals. The evaluation committee will reject proposals that:

- Are received after the time and date indicated for submission.
- Do not contain mandatory information.
- Materially deviate from accepted procurement practices.

During the evaluation period, the evaluation committee reserves the right to seek clarification from any firm on any portion of the submitted proposal including requesting a firm and their key personnel to attend an evaluation interview. Any costs to attend an interview will be at the Proponent's expense.

Following the evaluation of the proposals, GBW intends to identify the most qualified Proponent who will be invited to enter a negotiating phase to finalize a Contract. Proposals will be opened and reviewed in private. If requested, bidders will be provided with their ranking and score after the award.

### Contract

The form of contract will be RAIC Document 6 - Canadian Standard Form of Contract for Architectural Services, 2018 edition. The recommended services identified in the contract's schedule A have been provided in Appendix B to suit the Project. The Proponent shall identify any items of concern with this schedule A in their response. GBW intends to proceed with the design services until the end of the Construction Documents Phase. Should the GBW approve the project for tender, the Consultant will complete the procurement phase. Should the tendered prices meet the approved construction budget, GBW will award the construction stage. Approvals to proceed will be done in phases.

## **RFP** Conditions

#### 1. Ownership of RFP Information

Material, data and information accessed or provided by Town of Grand Bay-Westfield and used in the preparation of a response to this RFP is confidential and the property of GBW and must not be disclosed without written authorization from GBW. At GBW's request, any documentation and information must be returned to GBW.

GBW has provided the information contained in this RFP solely as a guideline for firms. The information is not guaranteed or warranted to be accurate by GBW, nor is it necessarily comprehensive or exhaustive. It is available on an as-is, as found, no recourse basis. Nothing in this RFP is intended to relieve the Consultant from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

All material, information prepared and produced by Consultant in response to this RFP will become the property of GBW.

#### 2. Previous Documentation

This document outlines the objectives relating to this RFP. Other information and/or documentation provided to the Consultant or obtained by the Consultant prior to the date of issue or during the period of this RFP shall not have any force or effect.

#### 3. Conditions Right to Amend

GBW reserves the right to amend or supplement the RFP, giving equal information by way of issued Addenda to all Proponents as a result of any such amendment. Proponents will be informed in writing regarding any changes made to the RFP or any appendices or any change in the closing date or time.

#### 4. Valid Period of Offer

The pricing, terms, and conditions stated in your proposal must remain valid from the date of delivery of the proposal to GBW until a contract is signed, provided both parties are working in good faith, or 60 days, whichever comes first. The GBW reserves the right to request one or more Proponent to extend the validity period.

#### 5. Inquiries

All inquiries pertaining to the RFP shall be directed to:

Kyle Mathers, P.Eng. PMP Project Manager Email: <u>info@matherspmc.ca</u>

The information provided verbally will not be binding. Town of Grand Bay-Westfield will not entertain "Proprietary Questions". It is the Proponent's responsibility to clarify any item of the RFP before the closing date is specified.

#### 6. Addenda

Any interpretation of or change in the RFP prior to the closing date specified for receipt of proposals will be made by written Addenda and issued by Mathers Project Management Consulting Inc. Such Addenda shall become part of the RFP. No other interpretation shall be valid.

Receipt of each Addendum shall be acknowledged by signature and returned with the Proposal submission.

#### 7. Proponent Incurred Costs

The Proponent shall wholly absorb all costs incurred in the preparation, submission and presentation of the Proponent's proposal in providing any additional information or attending a potential interview that may be requested during the evaluation of the Proposals.

All preparation work by the Proponent is entirely at its own risk and any Proponent shall have no right to claim for the reimbursement of any of its costs from GWB even in the event of the rejection of all submitted Proposals, the cancellation of this RFP, or the issuance of a second or subsequent RFP.

#### 8. News Releases/Public Announcements

The Proponent shall not make news releases or public announcements concerning the RFP without the written consent of GBW and then, only in coordination with GBW. This includes communications and releases on social media.

#### 9. Confidentiality and Security of Information

This document, or any portion thereof, may not be used for any purpose other than the submission of a Proposal to this RFP.

Information or details pertaining to any GBW project, service or program obtained by the Proponent as a result of participation in this RFP is confidential. Information must not be disclosed to anyone not specifically involved in their respective proposal submission without written authorization from GWB.

No release of any information pertaining to this RFP shall be issued without the prior written approval of GBW, and then, only in coordination with GBW.

GBW shall treat all information and material relating to the Proponent in relation to this RFP with strict confidence. This restriction shall not apply to information which is already known to the general public, or which later becomes known to the general public by acts not attributable to the breach of GBW's obligations hereunder.

All documents including proposals submitted to GBW will be subject to provisions and disclosure requirements under the New Brunswick Right to Information and Protection of Privacy Act. By submitting a proposal, the firm thereby agrees to public disclosure of its contents in accordance with this Act. Any information the firm considers 'personal information' because of its proprietary nature should be marked as "confidential" and will be subject to appropriate consideration as defined within the New Brunswick Right to Information and Protection of Privacy Act. Making the entire proposal propriety or confidential shall not be honored. The proponent shall be deemed to have agreed to this condition by the submission of their proposal. Comparative information on proposals will not be divulged except where required under the New Brunswick Right to Information and Protection of Privacy Act.

#### 10. Conflict of Interest

Proponents are required to disclose to Mathers Project Management Consulting Inc. any conflict of interest, real or perceived, which could exist with their participation in this process including any close personal relationship to any employee of GBW who makes recommendations concerning the award of the project contemplated within this RFP, or any employee (or immediate relative of an employee) of GBW with any direct, or indirect pecuniary interest, ownership or directorship with respect to the Proponent.

#### 11. Acceptance of Proposals

GBW is not bound to accept any of the Proposals they receive, GBW shall not be obligated in any manner to any Proponent whatsoever until a written Contract has been duly executed. This RFP does not constitute an offer of any nature or kind whatsoever by GBW to the Proponent.

#### 12. Omissions and Discrepancies

Should the Proponent find discrepancies in, or omissions from, the RFP, or should there be any doubt as to the meaning, an inquiry shall be made to:

Kyle Mathers P.Eng., PMP Project Manager Email: <u>info@matherspmc.ca</u>

The Proponent shall be solely responsible for any errors, omissions, or misunderstanding resulting from the Proponent failure to make a thorough examination of the documents. The Proponent shall obtain all required information and shall not claim at any time after the submission of the proposal or the subsequent execution of any agreement that there was any misunderstanding with regard to the conditions imposed by the agreement.

#### 13. Limitation of Liability

While GBW has used considerable efforts to ensure an accurate representation of information of this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by GBW, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponent from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

GBW will have no liability to any person or entity for any damages, including, without limitation, direct, indirect, and special or punitive damages, arising out of or otherwise relating to this RFP, the Proponent's participation in this RFP process or GBW's acts or omissions in connection with the conduct of this RFP process. This limitation applies to all possible claims by a Proponent, whether arising in contract, tort, equity, or otherwise, including, without limitation, any claim for a breach by GBW of a duty of fairness or relating to a failure by GBW to comply with the terms set forth in this RFP.

#### 14. Project Insurance

The Proponents are requested to provide professional liability insurance. Commercial General liability insurance will also be required, of no less than \$2,000,000 per occurrence. Proof of registration with Workplace NB will be requested.

#### 15. Currency and Taxes

All pricing is to be stated in Canadian dollars. Any pricing is to clearly show the HST amount as extra and applicable.

#### 16. Legal Jurisdiction

This RFP and all activities connected therewith shall be governed in all respects by the laws of the Province of New Brunswick and shall be subject to the jurisdiction of the Courts of New Brunswick, Canada.

#### 17. Rights Reserved

The Town of Grand Bay-Westfield has every intention to award a contract as a result of this RFP. Notwithstanding the foregoing, GBW has the sole right to cancel the RFP process at any time or reject any or all Proposal submissions received in response to this RFP document.

#### 18. Cancel or terminate this RFP

GBW in its sole discretion reserves the right to:

- Reject any or all proposals received in response to this document;
- Waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal;
- Not award any contract if GBW determine adequate funds are not available or for any other reason at the sole discretion of GBW.

#### 19. Right to Negotiate

GBW reserves the right to negotiate any contract final terms and conditions with a single Proponent without reference to other submissions.

#### 20. Assignment

The successful Proponent shall not assign any resulting agreement or any part of it and may not employ anyone, as a subcontractor or otherwise, to perform any part of its obligation under any resulting contract without prior written consent of GBW. Any approved assignment will not relieve the successful Proponent of its obligation under the terms of any resulting contract.

#### 21. Financial Stability

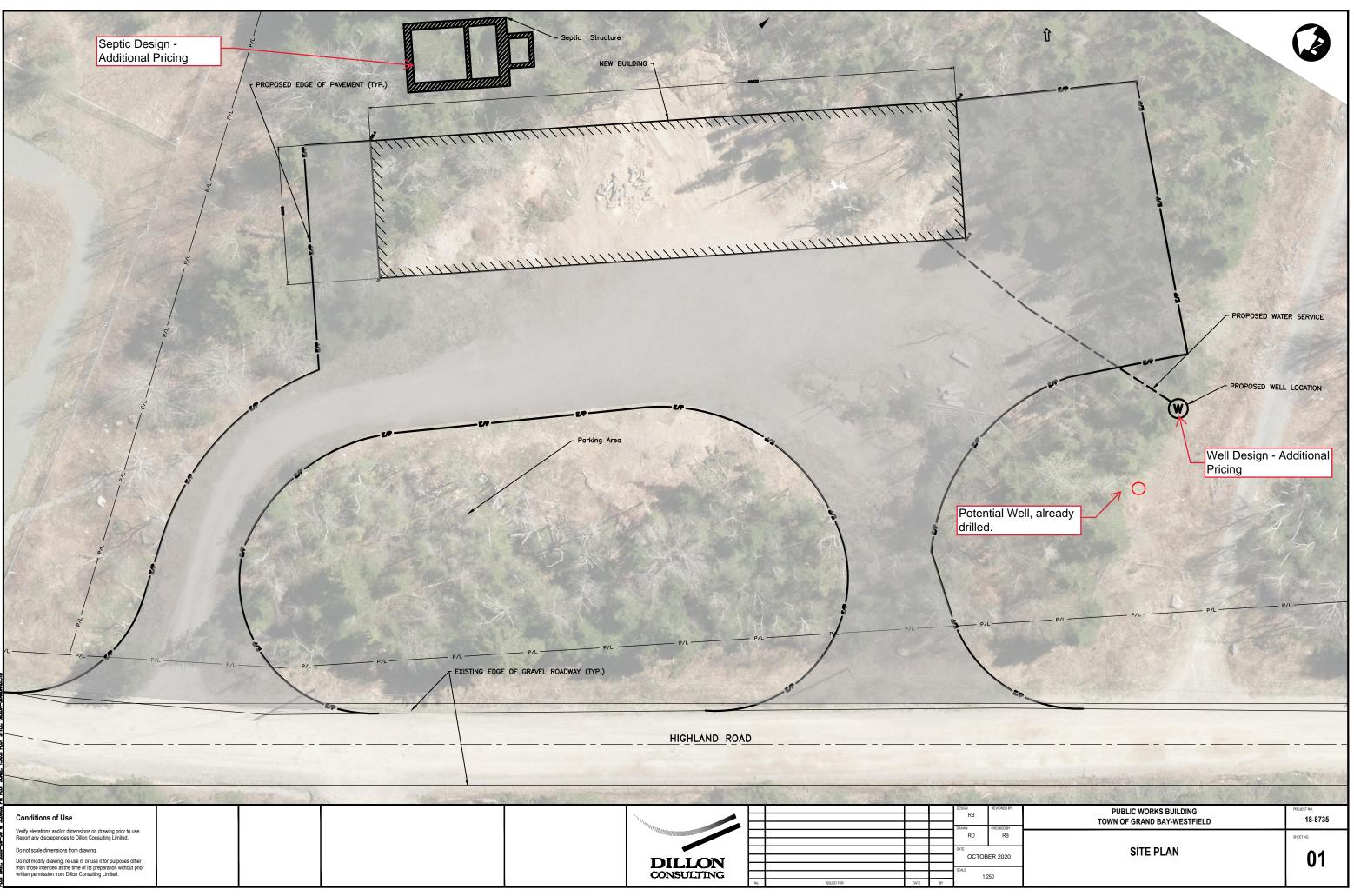
The Proponent may be required to demonstrate financial stability and may be required to register to conduct business in the Province of New Brunswick, Canada.

#### 22. Cancellation or Termination

The Owner has indicated that the Project may be placed on hold or cancelled at the end of the construction documents phase. Should this event occur, the proponent shall not make any claim against the Owner for fees or costs that have not been incurred.

# Appendix A

Proposed Site Plan



SAINT JOHN

YONG DRECTORY PROJECTS 2018/SAMPO/DASSESS (188735\_02 SUFFACE\_30070657\_OPTIONLDWG PL)

# Appendix B

Proposed Schedule A from Document 6 Contract

Editing Note: This Schedule must be reviewed line-by-line and edited to suit the circumstances of each individual contract. It is intended for use as a checklist in the first instance. Review each item to determine whether it is applicable/required, determine the applicable method of fee determination, and insert the appropriate alphanumeric designation in the far-right column. Alternatively, at the user's discretion, inapplicable items may also simply be deleted, although it is generally advisable to clearly indicate those Services that will NOT be provided by the Architect by leaving them in the schedule and designating them as "N/A" or "C". The headings and descriptive language provided are intended to be generally appropriate for most required services but should be reviewed and edited for appropriateness to the needs of individual Architects, Clients and contracts.

The *Services* that the *Architect* is responsible to provide under the contract are as described in this Schedule A - Services. Other services that are not applicable, or that the Client is responsible to provide, are so indicated in this Schedule A - Services.

The method(s) of fee determination applicable to the contract is as stated in Article A12 of the agreement. The following designations are used to indicate the method of fee determination applicable to each line item, or the non-applicability of an item to the contract:

- F1 Indicates the service is the responsibility of the *Architect* and the fee for the service is included in the fixed fee stated in the agreement.
- F2 Indicates the service is the responsibility of the *Architect* and the fee for the service is included in the percentagebased fee stated in the agreement.
- **F3** Indicates the service is the responsibility of the *Architect* and the fee for the service is payable on the basis of timebased rates as stated in Schedule C – Time Based Rates.
- N/A (or an item left blank) indicates the service is not anticipated to be required at the time of contract signing and will not be provided by the Architect nor the Client. If the item is subsequently determined to be required, it shall be an Additional Service.

C Indicates the service is required but will be the responsil	bility of the <i>Client</i> and not the <i>Architect</i> .
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ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
1	GENERAL SERVICES, ALL APPLICABLE PHASES	
1.1	<b>Structural Consulting Engineering Services</b> - Engage a structural engineer for all services related to the structural integrity of the <i>Work</i> including building foundations and superstructure and minor secondary supports such as loose masonry and steel lintels. If the <i>Work</i> involves expansion to, or renovation of, an existing building, services include modifications and upgrades to existing structural components and systems.	F1
1.2	<b>Mechanical Consulting Engineering Services</b> – Engage a mechanical engineer for all services related to mechanical systems and their controls including: plumbing and drainage; heating, ventilating and air conditioning; fire protection; process piping and equipment; and other special systems. If the <i>Work</i> involves expansion to, or renovation of, an existing building, services include modifications and upgrades to existing mechanical components and systems.	F1
1.3	<b>Electrical Consulting Engineering Services</b> – Engage an electrical engineer for all services related to electrical systems and their controls including: normal and emergency power; lighting; communications; lightning protection; grounding; fire protection; access control; and other special systems. If the <i>Work</i> involves expansion to, or renovation of, an existing building, services include modifications and upgrades to existing electrical components and systems.	F1
1.4	Acoustic Consulting Services –	N/A
1.5	Audio Visual Consulting Services –	N/A

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
1.6	Building Sciences Consulting Services –	N/A
1.7	Energy Modelling Consulting Services –	N/A
1.8	Civil Engineering Consulting Services –	F1
1.9	<b>Commissioning Agent Consulting Services</b> – Engage a commissioning agent for services over and above take-over at completion of construction.	С
1.10	Cost Estimating Consulting Services –	F1
1.11	Food Services Consulting Services –	N/A
1.12	Heritage Conservation Consulting Services –	N/A
1.13	Archaeological Consulting Services –	С
1.14	Hardware Consulting Services –	F1
1.15	Interior Design Consulting Services –	F1
1.16	Laboratory Design Consulting Services –	N/A
1.17	Landscape Architect Consulting Services –	F1
1.18	Lighting Design Consulting Services –	N/A
1.19	Microclimate Consulting Services –	N/A
1.20	Planning Consulting Services –	N/A
1.21	Security Consulting Services –	N/A
1.22	Building Security and Communications Systems Consulting Services –	F1
1.23	Traffic Consulting Services –	N/A
1.24	Vertical Transportation Consulting Services –	N/A
1.25	[ ] Consulting Services –	
1.26	Furniture, Fixtures and Equipment (FF&E) Selection, Procurement, and Installation Coordination – Provide services for the selection, procurement and installation of FF&E, including re-use of <i>Client's</i> inventoried FF&E.	F3
1.27	<b>Graphic Design and Signage</b> – Provide services for design, selection, procurement and installation of graphics, corporate logos, signage and similar elements for interior and exterior application.	N/A
1.28	<b>Tenant Improvement Design Services</b> – Provide tenant layout and fit up <i>Construction Documents</i> coordinated with base building <i>Construction Documents</i> .	N/A
1.30	<b>Multiple Construction Contracts</b> - Additional Construction Documents and Construction Contract administration in connection with multiple bid packages, multiple Construction Contracts, and fast track Project delivery.	N/A
1.31	Multiple Phases - Services in connection with multiple phased occupancies.	N/A
1.32	<b>Coordination of Work of Client's Own Forces –</b> Coordinate Work of Client's own forces with that of Constructor.	с

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
1.33	<b>Coordination of </b> <i>Client's</i> <b> Equipment</b> – Coordinate delivery, receipt, and installation of <i>Client's</i> equipment with <i>Constructor</i> .	F1
1.34	Value Engineering Services –	F1
1.35	Life Cycle Cost Analysis Services –	N/A
1.36	Energy Modelling Services –	N/A
1.37	<b>Climate Change Analysis –</b> Analyse effects of climate change on building components and systems over the life of the <i>Project</i> .	N/A
1.38	Enhanced Sustainable Design - Enhanced sustainable design services to incorporate advanced levels of sustainable design.	N/A
1.39	Sustainable Design Certification - Services to document and prepare submissions to independent bodies for review and certification of achieved sustainable design objectives.	N/A
1.40	Commissioning - Services related to commissioning of the building.	с
1.41	Multiple Language Services – Construction Documents, and all other Services, provided in a language other than the language of this contract.	N/A
2	COORDINATION SERVICES, ALL APPLICABLE PHASES	
2.1	<b>Project Protocols</b> - Meet with <i>Client</i> and <i>Consultants</i> at the outset of the <i>Project</i> to establish project protocols, lines of communications and administrative procedures. Prepare and circulate minutes.	F1
2.2	<b>Client Meetings</b> - Hold regular <i>Client</i> meetings with <i>Client</i> and, when relevant, with <i>Consultants</i> to review status of <i>Project</i> , exchange information, provide recommendations, receive decisions and coordinate efforts. Hold meetings at intervals appropriate to the progress of the <i>Project</i> (generally monthly). Prepare and circulate minutes.	F1
2.3	<b>Consultant Coordination Meetings</b> - Hold regular <i>Consultant</i> coordination meetings with <i>Consultants</i> and, when relevant, with <i>Client</i> to review progress and coordinate efforts. Hold meetings at intervals appropriate to the progress of the Project (generally monthly). Prepare and circulate minutes.	F1
2.4	<b>Project Dossier</b> - Maintain written records of information flow between Architect, Client, Consultants, authorities having jurisdiction and other <i>Project</i> stakeholders. Document information requested and provided, recommendations made and accepted, advice given and decisions taken.	F1

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
2.5	<ul> <li>Project Report - Prepare Project report, including key information flow between Architect, Client, Consultants, authorities having jurisdiction and Project stakeholders. Document Project status, design, proposed materials, components and building systems, schedule, Construction Budget, Construction Cost Estimate, information requested and provided, recommendations made and accepted, advice given and decisions taken. Obtain and coordinate input from Consultants. Provide to Client and Consultants at: <ol> <li>end of Pre-Design Phase,</li> <li>end of Design Development Phase,</li> <li>when Construction Documents Phase is 50% complete, and</li> </ol> </li> </ul>	F1
2.6	<b>Coordination of </b> <i>Consultants</i> - Coordinate the services of each <i>Consultant</i> identified in the agreement with the architectural <i>services</i> and with the services of all other <i>Consultants</i> identified in the agreement.	F1
2.7	<b>Coordination of Multiple Constructors</b> - Coordinate <i>Work</i> of multiple <i>Constructors,</i> including contract administration for multiple <i>Construction Contracts.</i>	N/A
2.8	<b>Coordination of </b> <i>Client's</i> <b> Own Forces</b> - Coordinate <i>Work</i> of <i>Client's</i> own forces with that of the <i>Constructor.</i>	С
2.9	<b>Coordination of </b> <i>Client's</i> <b>Furniture, Fixtures and Equipment (FF&amp;E)</b> – Coordinate the delivery, receipt, and installation of <i>Client's</i> FF&E with the <i>Constructor</i> .	N/A
2.10	<b>Computer-Aided Design and Drafting (CADD)</b> – Utilize and coordinate the Client's CADD standards.	N/A
2.11	<b>Building Information Modelling (BIM) –</b> Utilize BIM in accordance with the IBC 100-2013 BIM Contract Appendix published by the Institute for BIM in Canada (IBC) and appended to this contract.	F1
2.12	<b>BIM Model Manager</b> – Function as the model manager in accordance with the IBC 100-2013 BIM Contract Appendix published by the Institute for BIM in Canada (IBC) and appended to this contract.	N/A
3	AUTHORITIES HAVING JURISDICTION SERVICES, ALL APPLICABLE PHASES	
3.1	<b>Review of Regulatory Requirements</b> - Review applicable statutes, regulations, codes and by-laws, and where necessary review with authorities having jurisdiction, so that necessary regulatory consents, approvals, licences and permits may be obtained.	F1
3.2	<b>Zoning or Land Use Amendment</b> - Assist <i>Client</i> in preparation of documents for, application for, and attendance at public hearings for, amendments to land use or zoning by-laws.	F3
3.3	<b>Variances</b> - Assist <i>Client</i> in preparation of documents for, application for, and attendance at, public hearings for variances.	F3
3.4	<b>Site Development Review</b> - Assist <i>Client</i> in preparation of documents for, application for, and attendance at, public hearings and other meetings for site development review.	F3
3.5	<b>Development Approval or Agreement</b> - Assist <i>Client</i> in preparation of documents for and attendance at meetings for a development approval or agreement.	F3

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
3.6	<b>Public Hearings</b> – Assist <i>Client</i> in preparation of documents for, and attendance at, public hearings.	F3
3.7	Building Permit Application - Prepare documents for building permit application for <i>Client</i> or owner's signature and assist with submission of the application.	F1
4	PRE-DESIGN PHASE SERVICES	
4.1	Analyses of Client Needs - Review Client's stated objectives for the Project and advise.	С
4.2	<b>Program Confirmation</b> - Review and advise on <i>Client's</i> program of requirements and other <i>Client</i> provided information.	С
4.3	<b>Initial Evaluation</b> - Prepare and review with <i>Client</i> an initial evaluation of <i>Client's</i> program of requirements, schedule, <i>Construction Budget</i> , <i>Project</i> site, proposed <i>Project</i> delivery and procurement methods, and other initial <i>Client</i> provided information.	F1
4.4	<b>Owner's Statement of Requirements</b> - Set out fundamental objectives of the <i>Project</i> , including interrelation of space allocations, areas required for the spaces, specific materials and assemblies to be used, massing, time factors, cost implications, constraints, and any special design considerations.	F1
4.5	Functional Programming - Analyse Client's needs and prepare functional program.	С
4.6	<b>Furnishings, Fixtures and Equipment (FF&amp;E) Inventory</b> - Provide an inventory of existing FF&E including details on space, environmental and service requirements.	С
4.7	<b>Financial Feasibility Study</b> - Analyze the reasonable probability of the <i>Client's</i> objectives for the <i>Project</i> being reached within the <i>Construction Budget</i> and advise on measures to align the <i>Project</i> requirements with the <i>Construction Budget</i> .	N/A
4.8	<b>Technical Investigation</b> - Undertake technical investigations of existing building materials, components and systems and advise on a range of possible actions.	N/A
1.9	<b>Building Condition Assessment</b> - Undertake a building condition assessment of entire building and provide a reserve fund study or similar type of report.	N/A
4.10	<b>Construction Cost Estimate</b> - Based on functional program, site conditions and constraints, time of construction, and known construction economics, prepare a <i>Construction Cost Estimate</i> . Advise <i>Client</i> accordingly.	N/A
4.11	Site Evaluation Study - Review <i>Project</i> site and assess its suitability to accommodate the <i>Client's Project</i> .	С
4.12	<b>Comparative Studies of Prospective Sites</b> - Review a number of potential <i>Project</i> sites and assess the suitability of each to accommodate <i>Client's Project</i> .	N/A
4.13	Investigate Existing Conditions - Visit the <i>Place of the Work</i> and review characteristics of the site.	F1
4.14	Measured Drawings - Prepare measured drawings of existing conditions.	F1

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
4.15	Verifying Accuracy of Drawings Furnished by <i>Client</i> - Review drawings, visit <i>Project</i> site and take measurements to satisfy that drawings are reasonably accurate in their representation of the existing premises.	N/A
4.16	<b>Drawing Conversion</b> - Convert drawings provided by <i>Client</i> to an another appropriate format.	N/A
4.17	Photographs - Prepare a photographic record of existing conditions.	F1
4.18	Engage Land Surveyor - Engage a land surveyor to provide a land survey.	С
4.19	Assist <i>Client</i> Regarding Land Survey Information Required - Coordinate with land surveyor and other <i>Consultants</i> to identify information required from the survey.	F1
4.20	<b>Engage Geotechnical Consultant</b> - Engage a geotechnical <i>Consultant</i> to provide a geotechnical or soils investigation report and advice.	С
4.21	Assist <i>Client</i> Regarding Geotechnical Information Required – Coordinate with geotechnical and other <i>Consultants</i> as to identification of information required from the report.	N/A
4.22	Engage Toxic or Hazardous Substances Consultant –	С
4.23	Assist Client Regarding Toxic or Hazardous Substances Information Required – Coordinate with toxic or hazardous substances Consultant and other Consultants as to identification of information required.	N/A
4.24	Marketing - Prepare promotional presentations or special marketing materials.	N/A
4.25	<b>Basic Climate Analysis</b> : Review for sun paths, wind conditions, temperature and precipitation data, and climate change effects.	N/A
5	SCHEMATIC DESIGN PHASE SERVICES	
5.1	<b>Design Approaches</b> - Discuss with <i>Client</i> alternative design approaches at outset of the schematic design concepts.	F1
5.2	Schematic Design Concept(s) - Based on the <i>Project's</i> requirements agreed upon with the <i>Client</i> , the <i>Architect</i> shall prepare for the <i>Client's</i> approval a concept design, or designs, illustrating the scale and relationship of the <i>Project</i> components. Prepare Class 'D' <i>Construction Cost Estimates</i> as appropriate for each concept design.	F1

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
5.3	<ul> <li>Schematic Design Documents - Based on the <i>Client</i> approved schematic design concept and Class 'D' <i>Construction Cost Estimate</i>, prepare for the <i>Client's</i> review and approval schematic design documents to illustrate the scale and character of the <i>Project</i> and how the parts of the <i>Project</i> functionally relate to each other and including, as appropriate: <ol> <li>site plan,</li> <li>principal floor plans(s),</li> <li>schematic sections and elevations,</li> <li>massing representation, and</li> <li>other Illustrative sketches or renderings to convey the intent of the design.</li> </ol> </li> <li>Prepare a schematic design report incorporating, as appropriate: <ol> <li>design approach or philosophy,</li> <li>site data,</li> <li>design compliance with regulatory requirements,</li> <li>architectural, structural, mechanical and electrical building systems descriptions,</li> <li><i>Project</i> schedule, and</li> <li>Class 'C' <i>Construction Cost Estimate</i>.</li> </ol> </li> </ul>	F1
5.4	Marketing Documents - Provide or arrange for provision of promotional materials.	N/A
5.5	Architectural Models - Provide or arrange for provision of scale models.	N/A
	Architectural Models - Provide or arrange for provision of scale models.         Architectural Renderings - Provide or arrange for provision of renderings and other special delineations.	N/A N/A
5.6	Architectural Renderings - Provide or arrange for provision of renderings and other special	
5.5 5.6 5.7 5.8	Architectural Renderings - Provide or arrange for provision of renderings and other special delineations.	N/A

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
6	DESIGN DEVELOPMENT PHASE SERVICES	
6.1	Design Development Documents - Based on the Client approved schematic design documents and agreed Construction Cost Estimate, and any Client's authorization of adjustments in the Project requirements and the Construction Budget, prepare for the Client's review and approval, design development documents, drawings and other documents to describe the size and character of the Project including as appropriate the architectural, structural, mechanical, and electrical systems, materials and such other elements, and including: <ol> <li>site plan,</li> <li>floor plans,</li> <li>elevations,</li> <li>building sections, and</li> <li>other Illustrative sketches or renderings to convey the intent of the design.</li> </ol>	F1
	<ul> <li>Prepare an updated design development report incorporating, as appropriate: <ol> <li>design approach or philosophy,</li> <li>site data,</li> <li>updated design area(s) comparison to functional program,</li> <li>design compliance with regulatory requirements,</li> <li>architectural, structural, mechanical and electrical building systems descriptions,</li> <li>outline specifications,</li> <li>materials, finishes and preliminary colour schemes,</li> <li>project schedule, and</li> <li>Class 'B' Construction Cost Estimate.</li> </ol> </li> </ul>	
6.2	<b>Update</b> <i>Project</i> <b>Schedule</b> - Update and submit to the <i>Client</i> for approval a Project Schedule identifying major and minor tasks, sequence of tasks, duration of tasks, start and finish dates of tasks, interdependencies of tasks, critical path and major project milestones.	F1
6.2	<b>Submit Design Development</b> - Submit the design development documents to the <i>Client</i> , advise the <i>Client</i> of any adjustments to the <i>Construction Cost Estimate</i> and obtain the <i>Client's</i> approval prior to proceeding to the Construction Documents Phase.	F1
7	CONSTRUCTION DOCUMENTS PHASE SERVICES	
7.1	<b>Drawings and Specifications</b> - Based on the <i>Client</i> approved design development documents and agreed updated <i>Construction Budget</i> , prepare for <i>Client's</i> review and approval, <i>Construction Documents</i> consisting of drawings and specifications setting forth in detail the requirements for the <i>Work</i> .	F1
7.2	<ul> <li>Update Construction Cost Estimate - Advise the Client of any adjustments to the Construction Cost Estimate, including adjustments indicated by changes in requirements and general market conditions. Provide:</li> <li>1. an updated Class "B" Construction Cost Estimate when the Construction Documents are []% completed, and</li> <li>2. a Class "A" Construction Cost Estimate when they are fully completed</li> </ul>	F1
7.3	<b>Update Project Schedule</b> - Update and submit to the <i>Client</i> a <i>Project</i> schedule identifying major and minor tasks, sequence of tasks, duration of tasks, start and finish dates of tasks, interdependencies of tasks, critical path and major project milestones.	F1

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
7.4	<b>Prepare Bidding Requirements and Construction Contract Conditions</b> - Obtain instructions from and advise <i>Client</i> on the preparation of the necessary bidding requirements, bid forms, and form of <i>Construction Contract(s)</i> .	F1
7.5	<b>Prepare Bidding Requirements for Alternative Prices</b> – Identify and specify requirements for alternative prices to be submitted with bids.	F1
7.6	<b>Prepare Bidding Requirements for Unit Prices</b> – Identify and specify requirements for unit prices to be submitted with bids.	F1
7.7	<b>Bidding Requirements for Multiple Bid Packages</b> - Prepare multiple bid packages as required for sequential bidding of trade contracts and multiple Construction Contracts.	F1
7.8	<b>Submit Construction Documents</b> - Submit Construction Documents to Client for formal review at 50%, 75% and 100% completion. Submit final Construction Documents to Client and obtain Client's approval to proceed to the Bidding/Negotiation Phase.	F1
8	BIDDING/NEGOTIATION PHASE	
8.1	Assist <i>Client</i> with Pre-qualification of Bidders - Prepare request for qualifications, receive responses from interested parties, evaluate responses, and report results to <i>Client</i> for decision.	N/A
8.2	Assist <i>Client</i> in Calling for Bids – Arrange and manage the process for public or invitational call for bids and distribution of bid documents.	F1
8.3	Pre-Bid Meetings - Organize pre-bid meetings for bidders.	N/A
8.4	Bidding Inquiries – Respond to and address questions raised by bidders during the bid period.	F1
8.5	Addenda - Prepare and issue addenda during bid period and before award of <i>Construction Contract(s)</i> .	F1
8.6	<b>Bid Receipt and Review</b> – <i>Client</i> will Arrange for receipt of bids, opening of bids, preliminary review of bids for compliance. <i>Consultant</i> will review bid for compliance, and report to <i>Client</i> .	F1 / C
8.7	Bidding/Negotiation - Assist the Client with Construction Contract negotiations.	F1
8.8	<b>Bonds and Insurance</b> - Receive bonds and insurance documents for <i>Client's</i> review and acceptance.	F1
8.9	Assemble Construction Contract - Assemble Construction Contract for legal review and signature by the contracting parties.	F1
		1

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
9	CONSTRUCTION PHASE SERVICES	
9.1	<b>Project Protocols</b> - Meet with <i>Client, Constructor</i> and <i>Consultants</i> to establish project protocols, lines of communications and administrative procedures. Prepare and circulate minutes.	F1
9.2	<b>Architect Chaired Site Meetings</b> - Organize and direct site meetings with <i>Constructor</i> , major sub-contractors, <i>Client</i> and <i>Consultants</i> to review the progress of the <i>Work</i> , address emerging concerns and coordinate efforts. Prepare and issue meeting minutes.	N/A
9.2	<b>Constructor Chaired Site Meetings</b> - Attend all site meetings chaired by the Constructor. Review and comment on meeting minutes prepared by the Constructor.	F1
9.3	<b>Update</b> <i>Construction Documents</i> - Update and issue revised <i>Construction Documents</i> to incorporate addenda and negotiated changes made during the Bidding/Negotiation Phase.	F1
9.4	<b>Submittals</b> - Review and take appropriate action with reasonable promptness on all <i>Constructor's</i> submittals required by the <i>Construction Contract</i> .	F1
9.5	Requests for Information (RFI's) - Receive RFIs from Constructor and respond.	F1
9.6	<b>Supplemental Instructions</b> - Prepare and issue supplemental instructions as required for clarification of the requirements of the <i>Construction Documents</i> .	F1
9.7	<b>Contemplated Change Notices, Change Orders and Change Directives</b> - Prepare contemplated change notices with required drawings and specifications, evaluate Constructor's proposals, and prepare change directives and change orders for the <i>Client</i> 's approval in accordance with the <i>Construction Contract.</i>	F1
9.8	<b>General Review</b> - Provide General Review at intervals required by the definition of General Review in the contract.	F1
9.9	Additional General Review - Provide additional General Review with more frequent visits to the Place of the Work than required by the definition of General Review in the contract, as follows: [].	F3
9.10	Additional Off-Site General Review of Manufactured Products – Provide additional General Review of major components produced at off-site prefabrication or manufacturing facilities with more frequent visits to those off-site facilities than required by the definition of General Review in the contract, as follows: [ ].	С
9.11	Additional Project Representation – Provide full-time on-site representation for the duration of construction.	N/A
9.12	<b>Inspection and Testing Services</b> – Provide assistance in having inspection and testing companies perform services as required by the <i>Construction Contract</i> , receive and review their reports and report to <i>Client</i> .	F1
9.13	<b>Enhanced Inspection and Testing Service</b> - Provide assistance related to the inspection and testing of mock-ups, including witnessing testing of Project elements and systems	N/A
9.14	<b>Constructor's Proposed Substitutions</b> – Evaluate substitutions proposed by the Constructor and make any resulting necessary revisions to the Construction Documents.	F1
9.15	<b>Services Necessitated By Default of </b> <i>Client</i> <b> or </b> <i>Constructor</i> – Provide services necessitated by the default of the Constructor or the <i>Client</i> under the <i>Construction Contract,</i> or by major defects or deficiencies in the <i>Work</i> of the <i>Constructor</i> .	F3

ITEM	SERVICE	SERVICE PROVISION AND BASIS OF FEE
9.16	<b>Services Related to Replacement of Damaged Work</b> – Provide consultation concerning replacement of <i>Work</i> damaged by fire or other cause during construction and provide services related to replacement of such <i>Work</i> .	F3
9.17	<b>Evaluation of Extensive or Unreasonable Claims</b> - Evaluate an extensive or unreasonable number of claims by the <i>Constructor</i> or others.	F3
9.18	<b>Payment Certification</b> - Receive and assess the <i>Constructor's</i> applications for payment and determine amounts payable by the <i>Client</i> under the <i>Construction Contract</i> .	F1
9.19	<b>Deficiency Review</b> - Review <i>Constructor's</i> list of outstanding and deficient <i>Work</i> . Identify incomplete <i>Work</i> and defects and deficiencies in the <i>Work</i> . Report in writing to the <i>Client</i> , <i>Constructor</i> , and <i>Consultants</i> .	F1
9.20	<b>Record Drawings</b> - Prepare record drawings showing changes to the <i>Work</i> made during construction based on as-built drawings (marked up prints) and other data submitted by the <i>Constructor</i> .	F1
9.21	<b>Close-out Submittals</b> - Review and take appropriate action with reasonable promptness on all <i>Constructor's</i> close-out submittals required by the <i>Construction Contract</i> .	F1
9.22	<b>Systems Demonstrations</b> - At the completion of construction coordinate with the <i>Constructor</i> , and if appropriate, <i>Consultants</i> to conduct systems demonstrations for the <i>Client's</i> operations personnel.	N/A
9.23	<b>Lien Legislation Certification</b> – Issue certification as and when required by lien legislation applicable at the <i>Place of the Work</i> .	F1
9.24	<b>Ready for Take-Over Certification</b> – Issue certification as and when required by the <i>Construction Contract.</i>	F1
10	POST CONSTRUCTION PHASE SERVICES	
10		<b>F</b> 4
10.1	<b>Warranty Review</b> - Prior to the end of the warranty period, undertake a review for defects or deficiencies and notify the <i>Constructor</i> in writing of items requiring attention by the <i>Constructor</i> .	F1