



REQUEST FOR CONSTRUCTION MANAGEMENT SERVICES: Clare Veterans Centre

Issue Date: February 15, 2024
Closing Date: February 29, 2024
Closing Time: 2:00 PM AST

SUBMIT TO:

Kaylee Shannon
Project Manager
Grey Cardinal Management Inc.
admin@greycardinal.ca
528 Windmill Rd, Unit 3
Dartmouth, NS B3B 1B3



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1.0 INVITATION TO SUBMIT A PROPOSAL FOR CONSTRUCTION MANAGEMENT SERVICES

- 1.1 Municipality of Clare is inviting proponents to submit a proposal under the terms described herein, for “Construction Management Services” for the following Clare Veterans Centre project.
- 1.2 Proposals in the form described herein will be received by the Project Management team on/or prior to **2:00 PM AST, February 29th, 2024**. Proposals must be submitted electronically, subject line identified as:

Construction Management Services for Clare Veterans Centre
Attn: Kaylee Shannon
admin@greycardinal.ca

- 1.3 Inquiries and Clarifications:
- 1.3.1 Direct all questions to Kaylee Shannon at email:kaylee.shannon@greycardinal.ca. Questions from interested parties must be received in writing not less than **five working days** before the date set for receipt of proposals. Verbal clarification should not be interpreted as a change in content.

2.0 REQUEST FOR PROPOSALS TERMINOLOGY

- 2.1 Throughout this Request for Proposals (RFP), terminology is used as follows:
- “Municipality of Clare” means Municipality of the District of Clare
- “Must”, “mandatory”, or “required” means a requirement that must be met for the proposal to receive consideration.
- “CM” means Construction Manager.
- “Should” or “desirable” means a requirement having a significant degree of importance to the objectives of the RFP.
- “Proponent” means an individual or company that submits, or intends to submit, a proposal in response to the RFP.
- “Pre-Construction Phase” means the design phase of the project, up to and including the procurement of Trade Contractors.
- “Construction Phase” means the phase of the project when the work is being performed.
- “Warranty Phase” means from the date of Substantial Performance to one (1) year after.
- “Owner” means Municipality of Clare

3.0 PURPOSE OF THE REQUEST FOR PROPOSALS

- 3.1 The purpose of this Request for Proposals is to identify the firm who has the resources, experience, skill, and capacity, to undertake construction management services to perform the construction of the Clare Veterans Centre under the terms and conditions described within this RFP.
- 3.2 Municipality of Clare intends to enter into a Construction Management Contract, CCDC 5B – 2010 Construction Management Contract – for Services and Construction, with the most qualified firm, in its evaluation, to provide services and work through all phases of the project, pre-construction, construction, and warranty.



- 3.3 Municipality of Clare is not bound to accept any proposal. Municipality of Clare reserves the right to cancel, postpone or stop the process at any time, at the sole discretion of Municipality of Clare.

4.0 THE OPPORTUNITY

- 4.1 To complete this project within the project scope and timelines and to provide a degree of cost certainty to Municipality of Clare, a construction management approach is being used. Municipality of Clare is looking for a Construction Manager to join their team.
- 4.2 The successful Construction Manager will work with the Chief Administration Officer, the Director of Community Development, the Project Manager, and the Project Team (Prime Consultant/Design team) to deliver the project.
- 4.3 At this time, Municipality of Clare is considering this project to be a Construction Management Contract - for Services and Construction with the option for Municipality of Clare to convert to a guaranteed maximum price (GMP) at a later date when the scope and details of the project have been defined. The form of contract would be based on the standard CCDC 5B – 2010 Construction Management Contract – for Services and Construction.
- 4.4 Municipality of Clare is currently in the design phase of the Project and intends to award the Construction Management Contract as soon as possible.
- 4.5 The Clare Veterans Centre Project includes a new ~9000 square foot slab on grade one story building. Client is considering a steel and NLT building enclosure. The space will house a recreation hall, kitchen, meeting room, and a dance studio. There will be a roof based solar array, as well as a small generator outbuilding included in the project. Preliminary plans are attached in appendix C. The current building demolition will be completed outside of the scope of this construction management proposal and in advance of any work associated with the new building. Site will be left as a level graded site.

5.0 DELIVERABLES

- 5.1 During the Preconstruction Phase, the Construction Manager will collaborate with Municipality of Clare and their design team on planning relative to establishing the construction requirements to meet the objectives of Municipality of Clare and the project timelines. Collaboration will include providing advice on schedules, budgets, design considerations, constructability issues, value engineering and site logistics of the project. In addition, the Construction Manager will assist Municipality of Clare with project risk identification and mitigation options. The Construction Manager will also be responsible for procuring the work in a competitive bidding process. There will be up to 2 Tender Packages developed by the Design Team for use by the Construction Manager in developing the Trade Package Scopes of Work; all Scopes of Work are to be approved by the Owner prior to issuance of Trade Packages.
- 5.1.1 During the Construction phase the Construction Manager will be required to provide monthly project updates on project status, schedule, project costs and risks and may be subject to interim audits and an audit at project completion. The Construction Manager will be required to develop, implement, and maintain a system to provide schedule reviews, cost reports, including cash-flow forecasts in addition to a final cost reporting.
- 5.1.2 During the Construction Phase the Construction Manager is responsible for safety and quality assurance.
- 5.1.3 During the Warranty Phase the Construction Manager is responsible to follow up on any



Warranty Items identified by the owner within the one-year warranty. The Construction Manager is expected to attend a minimum of 4 warranty meetings (scheduled by the Owner) through the warranty phase and a warranty walk-through with the Owner prior to the end of the warranty.

6.0 PROJECT BUDGETS

- 6.1 The current estimate of construction cost (in current year value) for the project is \$3.75 M plus applicable HST.
- 6.2 This budget includes Construction and contingency.

7.0 REQUEST FOR PROPOSALS SUBMISSION REQUIREMENTS

- 7.1 This RFP contains the instructions governing how the proposals are to be submitted and a description of the mandatory requirements. Compliance with the intent of a mandatory requirement will be determined by Municipality of Clare.
- 7.2 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 Proponent must sign the proposal.
- 7.3 Proposal submissions and signed copies of addenda are to be **submitted electronically**, properly marked as to content, proposal number, closing date on/or prior to **2:00 PM AST, February 29th, 2024**. Subject line identified as:

Subject: Construction Management Services Clare Veterans Centre

Attn: Kaylee Shannon
admin@greycardinal.ca

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

8.0 SCHEDULE MILESTONES

- 8.1 The following outlines the proposed major milestones for the development of the projects:

| Milestone | Target Start Dates |
|---|---------------------------------|
| Issuance of RFP | February 15, 2024 |
| Closing Date of RFP | February 29th, 2024 |
| Award Construction Management Contract | March 15 th , 2024 |
| Schematic Design & Design Development * | January 10 th , 2024 |
| Construction Documents Complete | March 27 th , 2024 |
| Construction Tendering and Award | April 2024 |
| Construction Start | May 1, 2024 |
| Substantial Performance of the Work | February 1, 2025 |



| | |
|-------------------|-------------------|
| Occupancy | February 15, 2025 |
| Warranty End Date | February 1, 2026 |

Proponents are advised that, with the exception of the issuance date of the RFP, this schedule is tentative.

**Assumed date to provide the Construction Manager an indication of the limit of pre-design services (design development phase) that would be required in the event the project is not approved to proceed to construction. Should the project be approved for construction, it is anticipated that there will be an integration of project activities to accelerate the construction components in consultation with the other project team members.*

9.0 INSTRUCTIONS TO PROPONENTS

9.1 Ownership of RFP Information:

- 9.1.1 Material, data and information accessed or provided by Municipality of Clare and used in the preparation of a response to this RFP is confidential and the property of Municipality of Clare and must not be disclosed without written authorization from Municipality of Clare. At Municipality of Clare's request, any documentation and information must be returned to Municipality of Clare.
- 9.1.2 Municipality of Clare 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 Municipality of Clare, 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 Construction Manager from forming their own opinions and conclusions with respect to the matters addressed in this RFP.
- 9.1.3 All material, information prepared and produced by the Construction Manager in response to this RFP will become the property of Municipality of Clare.
- 9.1.4 This document outlines the objectives relating to this RFP. Other information and/or documentation provided to the Construction Manager or obtained by the Construction Manager prior to the date of issue or during the period of this RFP shall not have any force or effect.

9.2 Amendments

- 9.2.1 Municipality of Clare reserves the right to amend or supplement the RFP, giving equal information by way of issued Addenda to all proponents. Proponents will be informed in writing regarding any changes made to the RFP, appendices or any change in the closing date or time.

9.3 Inquiries:

- 9.3.1 All inquiries pertaining to the RFP shall be directed to:

Kaylee Shannon
Grey Cardinal Management Inc.
kaylee.shannon@greycardinal.ca

- 9.3.2 Information provided in any format other than addenda will not be binding. Municipality of Clare will not entertain "Proprietary Questions". It is the Proponent's responsibility to clarify any item or discrepancy within the RFP before the closing date specified.

9.4 Addenda:

- 9.4.1 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 Municipality of Clare. Such Addenda



- shall become part of the RFP. No other interpretation shall be valid.
- 9.4.2 Receipt of each Addendum shall be acknowledged in the Bid Form.
- 9.5 Proponent Incurred Costs:
- 9.5.1 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 maybe requested during the evaluation of the Proposals.
- 9.5.2 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 Municipality of Clare 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.
- 9.6 News Releases/Public Announcements:
- 9.6.1 The proponent shall not make news releases or public announcements concerning the RFP.
- 9.7 Confidentiality and Security of Information:
- 9.7.1 This document, or any portion thereof, may not be used for any purpose other than the submission of a Proposal to this RFP.
- 9.7.2 Information or details pertaining to any Municipality of Clare 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 Municipality of Clare.
- 9.7.3 No release of any information pertaining to this RFP shall be issued without the prior written approval of Municipality of Clare and then, only in coordination with Municipality of Clare.
- 9.7.4 Municipality of Clare 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 Municipality of Clare's obligations hereunder.
- 9.8 Conflict of Interest:
- 9.8.1 Proponents are required to disclose to Municipality of Clare 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 Municipality of Clare who makes recommendations concerning the award of the project contemplated within this RFP. Proponents must also disclose of any employee (or immediate relative of an employee) of Municipality of Clare with any direct, or indirect pecuniary interest, ownership, or directorship with respect to the Proponent.
- 9.9 Acceptance of Proposals:
- 9.9.1 Municipality of Clare is not bound to accept any of the Proposals they receive, Municipality of Clare shall not be obligated in any manner to any Proponent whatsoever until a written Contract has been duly executed.
- 9.10 This RFP does not constitute an offer of any nature or kind whatsoever by Municipality of Clare to the Proponent.



9.11 Evaluation of Proposals:

- 9.11.1 Municipality of Clare will evaluate all proposals and will reject proposals that:
 - 9.11.1.1 Are received after the time and date indicated for submission.
 - 9.11.1.2 Do not contain mandatory information.
 - 9.11.1.3 Materially deviate from accepted procurement practices.
- 9.11.2 The intent of this RFP is for Municipality of Clare to evaluate the construction management firm with:
 - 9.11.2.1 Extensive experience in building projects of similar scope, size, characteristic, and project value under aggressive timelines.
 - 9.11.2.2 Experience working in timber (NLT) projects, projects in the last 3-5 years.
 - 9.11.2.3 A proven ability to successfully complete high-quality projects on time and within budget from project planning through to the end of the warranty period through a Construction Manager delivery method.
 - 9.11.2.4 An established track record working in and maintaining a positive project team environment with project owners, architects & engineers, and other project participants.
 - 9.11.2.5 A willingness to communicate and engage with interested stakeholders.
 - 9.11.2.6 A proven ability to work in an open and transparent way with their clients and project team.
 - 9.11.2.7 A willingness to provide Municipality of Clare with timely project financial, schedule and risk assessment reports.
 - 9.11.2.8 A reputable relationship with trade contractors and suppliers.
 - 9.11.2.9 A strong record of managing workplace safety.
 - 9.11.2.10 A documented environmental program.
 - 9.11.2.11 A competitive fee.
 - 9.11.2.12 An established quality control program
- 9.11.3 During the evaluation period, Municipality of Clare reserves the right to seek clarification from any firm on any portion of the submitted proposal including requesting a firm to attend a meeting. Any costs to attend a meeting will be at the Proponent's expense.
- 9.11.4 Fee will be evaluated on the following basis:
 - 9.11.4.1 Award 20 points to the median fee offer.
 - 9.11.4.2 All fee offers above the median fee offer up to a maximum of 5% will also receive 20 points.
 - 9.11.4.3 All fee offers below the median fee offer by up to a maximum of 10% will receive 20 points.
 - 9.11.4.4 All fee offers between 5% and up to 15% above the median fee offer will receive 16 points.
 - 9.11.4.5 All fee offers between 10% and up to 15% below the median fee offer will receive 16 points.
 - 9.11.4.6 All fee offers between 15% and up to 25% above or below the median fee offer will receive 10 points.
 - 9.11.4.7 All fee offers greater than 25% above or below the median fee offer will have their proposal rejected.
- 9.11.5 Following the evaluation of the proposals, Municipality of Clare intends to identify the highest scoring Proponent who will be invited to enter into a negotiating phase to finalize a Contract.



- 9.12 The Proponent shall be solely responsible for any errors, omissions, or misunderstanding resulting from the Proponent's 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.
- 9.13 Municipality of Clare 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 Construction Manager's participation in this RFP process or Municipality of Clare'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 Municipality of Clare of a duty of fairness or relating to a failure by Municipality of Clare to comply with the terms set forth in this RFP.
- 9.14 Project Insurance:
- 9.14.1 All Insurances are to be as per CCDC 5B – 2010 Construction Management Contract – for Services and Construction.
- 9.14.2 WCB NS: The Construction Manager shall be and shall remain in good standing with WCB NS. The Owner shall request the Construction Manager to provide evidence of this good standing prior to award of contract and at any other time as the Owner may elect.
- 9.15 Currency and Taxes:
- 9.15.1 All pricing is to be stated in Canadian dollars. Any pricing is to clearly show the HST amount as extra and applicable.
- 9.16 Legal Jurisdiction:
- 9.16.1 RFP and all activities connected therewith shall be governed in all respects by the laws of the Province of Nova Scotia and shall be subject to the jurisdiction of the Courts of Nova Scotia, Canada.
- 9.17 Rights Reserved:
- 9.17.1 While Municipality of Clare has every intention to award a contract as a result of this RFP, due to any unforeseen circumstances, Municipality of Clare 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.
- 9.18 Upon a determination such actions would be in its best interests, Municipality of Clare in its sole discretion reserves the right to:
- 9.18.1 Cancel or terminate this RFP;
- 9.18.2 Reject any or all proposals received in response to this document;
- 9.18.3 Not award any contract if Municipality of Clare determines adequate funds are not available or for any other reason at the sole discretion of Municipality of Clare.
- 9.19 Right to Negotiate:
- 9.19.1 Municipality of Clare reserves the right to negotiate any contract final terms and conditions with a single Proponent without reference to other submissions.



9.20 Assignment:

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

9.21 Financial Stability:

9.21.1 The Construction Manager proponent may be required to demonstrate financial stability and may be required to register to conduct business in the province of Nova Scotia, Canada.

10.0 REQUEST FOR PROPOSALS CONTENT REQUIREMENTS

10.1 Evaluation of the proposals is made easier when the Proponents respond in a similar manner.

Proponents must submit in the following format:

10.1.1 Firm Capacity, Capability, Experience and Expertise:

10.1.1.1 Provide Information on the Firm and its qualifications. Include legal name.

10.1.1.2 Provide a description of a minimum of 3 projects that are similar to the Clare Veterans Centre including:

- Name and location.
- Project size.
- State if project was completed on time and budget, if not explain.
- State scope of services provided in contract.
- Provide the Firm's Project Team
- Project narrative highlighting similarities to the Clare Veterans Centre.
- Firm Reference:
 - Include the name, title, address and a contact phone number for owner representative most knowledgeable about the project.
 - Include the name, title, address and a contact phone number for trade contractor most knowledgeable about the project.

10.1.1.3 Provide a statement on the Firm's capacity to undertake pre-construction services and to allocate the necessary financial and human resources given current commitments.

10.1.1.4 The Firm shall also provide written confirmation on its ability to secure insurance coverage as outlined in this RFP.

10.1.1.5 Provide a clearance certificate from WCB NS to confirm workers' compensation coverage and that there are no outstanding premiums owed to WCB NS.

10.1.2 Personnel Capability/Experience and Expertise:

10.1.2.1 Identify the team (key staff) that are proposed to work on the project, describe their specific roles and responsibilities also provide information on how long the proposed staff have worked together and how long they have been employed by the firm. Municipality of Clare's expectation is that these staff will be assigned to the project as their qualifications form part of the evaluation. Be as specific as possible when identifying key personnel for this project and include:

10.1.2.1.1 Resumes, indicating their experience.



- 10.1.2.1.2 Technical certifications and credentials that particularly relates to their ability to manage or participate in a project of this scope and scale.
- 10.1.2.1.3 Provide two client references for the Project Manager and the Superintendent 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.
- 10.1.3 Project Approach:
 - 10.1.3.1 Describe the Proponent’s plan for performing the preconstruction services. The plan shall illustrate the Proponent’s understanding of the activities required during this 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 Municipality of Clare, Project Manager, and their Design Team to deliver a quality project on time and within budget.
 - 10.1.3.2 From the Proponent’s perspective, identify the most significant risks to completing this project on time and within budget and propose how they would be mitigated. These should be risks that the Proponent will not control under the terms of their contract.
 - 10.1.3.3 Describe the Proponent’s Environmental Program.
 - 10.1.3.4 Provide evidence of the Proponent’s Safety Policy and any health and safety programs.
- 10.1.4 Project Financials and Contract Conditions:
 - 10.1.4.1 For the purposes of responding to this RFP proponents should provide:
 - 10.1.4.1.1 A monthly lump-sum preconstruction fee for services from schematic to design development
 - 10.1.4.1.2 A monthly lump-sum fee for services for the balance of the preconstruction services (construction documentation phase and construction procurement services).
 - 10.1.4.1.3 A monthly lump-sum fee for services for the construction phase including commissioning. The following costs for all assigned project personnel are to be included in the monthly fee:
 - Salaries, including all costs to employees.
 - Travel
 - Accommodation
 - Living Away Allowances
 - Personnel IT/Phones/Computers
 - Salary Escalation for current schedule
 - 10.1.4.1.4 A monthly lump-sum fee for services for the warranty phase.
 - 10.1.4.1.5 Cost of bonding, provided for information, not part of evaluation.
 - 10.1.4.1.6 Cost of insurance, provided for information, not part of evaluation.
 - 10.1.4.2 For consistency in evaluation of the proposals, as part of the financial portion of the submittal, please provide the proposed fees in the format presented in Appendix A - Pricing.
 - 10.1.4.3 Outline the methodology for arriving at the proposed fees and any specific exclusion for each of the requested fees. Any proposal is to clearly show the HST amount as extra and applicable.
 - 10.1.4.4 Provide proposed rates for key personnel.
 - 10.1.4.5 Indicate expectations regarding reimbursable expenses and specifically note



- what expenses are included in the fee or those will be billed as reimbursable expenses.
- 10.1.4.6 The Owner, Project Manager (PM) and Construction Manager, will cooperate on common service and support requirements for personnel. The Owner reserves the right to provide services to the Construction Manager where the owner has negotiated comparable services at lower rates (e.g. accommodations).
- 10.1.5 Other Information (optional):
- 10.1.5.1 Additional information the Construction Manager believes will further highlight their ability to successfully deliver this project and any special qualifications the Construction Manager can bring to this project.
- 10.2 Modifications to CCDC 5B – 2010 Construction Management Contract – for Services and Construction:
- 10.2.1 Schedule A2 – Reimbursable Expenses Applicable to Schedule A1 to be amended as follows:
13. Equipment Rental Charges:
If the cost of the rental will be twice the amount of the purchase price for the same item for the duration the item is required; written notification must be submitted to the Project Manager prior to a rental agreement being entered. The Project Manager on the Owner’s behalf may direct the Construction Manager to purchase the items in question, which will be turned over to the Owner at the end of the use by the Construction Manager.’
- 10.3 Conflict of Interest Statement.



11.0 REQUEST FOR PROPOSALS EVALUATION CRITERIA

Municipality of Clare, will review and evaluate the proposals according to the following criteria:

| EVALUATION CRITERIA | % VALUE |
|--|---------|
| Construction Manager capacity, capability, experience, and expertise: Construction Manager’s experience in similar projects where construction management services were provided to the project owner. References will be evaluated. Safety, surety, and insurance provisions. | 20% |
| Personnel capability, experience, and expertise: The qualifications of key personnel assigned to the project and their experience with similar scope and scaled projects (Community, recreation centre, with timber construction projects preferred) where they were involved in working with the design team and client providing construction management for a major project. References will be evaluated. | 25% |
| Project approach: Understanding of the following: Project scope, timelines and required services. Client values, needs and objectives. Project constraints and opportunities. Construction management model, tools, processes, controls, and techniques that provide on time and within budget projects. Communication, consultation, and transparency. Risk Mitigation Strategies. Approach to establish a GMP. | 25% |
| Project financials and contract conditions: Consultant management fee for services, fee to be evaluated per section 9.11.4. | 30% |
| TOTAL | 100% |

ATTACHMENTS:

- Appendix A – Bid Form
- Appendix B – Supplementary Conditions
- And any other Project Specific Information required.



APPENDIX A – BID FORM

Submitted by:

_____ (Business Name)

_____ (Street Address)

_____ (City/Town, Province, and Postal Code)

| | |
|---|----|
| Monthly Fee – Pre-Construction: Schematic to Design Development | \$ |
| Monthly Fee – Balance of Pre-Construction Services to Award of Tender (construction documentation and procurement services) | \$ |
| Monthly Fee – Construction Management, construction phase including commissioning | \$ |
| Lump Sum Fee – Service for Warranty Phase | |
| Insurance Cost (not part of evaluation) | \$ |
| Bonding Cost (not part of evaluation) | \$ |

The Proponent hereby acknowledges receipt of the following addenda. Note: in calculating the number of pages, include Addendum and attachments, excluding cover letters (if applicable):

- Addendum Number _____ Dated _____ Number of Pages _____
- Addendum Number _____ Dated _____ Number of Pages _____
- Addendum Number _____ Dated _____ Number of Pages _____
- Addendum Number _____ Dated _____ Number of Pages _____
- Addendum Number _____ Dated _____ Number of Pages _____
- Addendum Number _____ Dated _____ Number of Pages _____
- Addendum Number _____ Dated _____ Number of Pages _____



APPENDIX B – Supplementary Conditions



Noted CCDC 5B Conditions

ARTICLE A-5 CONSTRUCTION MANAGER'S FEE

5.1 The *Construction Manager's Fee* shall be equal to the sum of the fee for the *Services* as specified in paragraph 5.2 and the fee for the *Work* as described in paragraph 5.3.

5.2 The *Construction Manager's Fee* for the *Services* is comprised of one or more of the following:

1. A fixed amount of _____; and
2. A percentage amount of _____ percent (____%) of the *Construction Cost Estimate*. Final reconciliation payments shall be adjusted based on *Class A Construction Cost Estimate*; and
3. An amount based on the time-based rates for personnel employed by the *Construction Manager* as described in Schedule B to the Agreement and engaged in performing the *Services* to the level of effort agreed prior to the commencement of the *Services*. The *Owner* may by written request require the *Construction Manager* to provide prior to commencement of the *Services* an estimate of the total fee for *Services* to be performed based on the time-based rates for evaluation and verification purposes.

* Strike out inapplicable paragraph(s).

5.3 The *Construction Manager's Fee* for the *Work* is comprised of one or more of the following:

1. A percentage fee of _____ percent (____%) of the *Cost of the Work* earned as the *Cost of the Work* accrues. In the event the *Owner* furnishes labour or material below market cost or materials are re-used beyond that anticipated in the original scope of the *Work*, the *Cost of the Work* for purposes of establishing the *Construction Manager's Fee* for the *Work* is the cost of all materials and labour necessary to complete the *Project* as if all materials had been new and as if all labour had been paid for at market prices at the time of construction or, in the event that the construction does not proceed, at existing market prices at the anticipated time of construction; and
2. A fixed fee of _____, earned as follows:

8.3 ~~GUARANTEED MAXIMUM PRICE PLUS % COST SAVINGS OPTION~~

~~The Price of the Services and the Price of the Work are guaranteed by the Construction Manager not to exceed _____/100 dollars (\$ _____), subject to the adjustment as provided in GC 6.1 – OWNER'S RIGHT TO MAKE CHANGES, GC 6.2 – CHANGE ORDER or GC 6.3 – CHANGE DIRECTIVE.~~

~~At the conclusion of the Project,~~

1. ~~any amount, consisting of the sum of the Price of the Services and the Price of the Work, in excess of this Guaranteed Maximum Price will be paid by the Construction Manager without reimbursement by the Owner.~~
2. ~~if the sum of the Price of the Services and the Price of the Work is less than this Guaranteed Maximum Price, the difference will be disbursed as follows:~~
 - 1) ~~retained by the Owner: _____%~~
 - 2) ~~paid to the Construction Manager: _____%~~

8.4 ~~STIPULATED PRICE OPTION~~

~~The Owner and the Construction Manager may agree to change this Contract to a stipulated price contract, in accordance with the amendments as provided in the Appendix – STIPULATED PRICE OPTION.~~



SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

| <p>I. PRECONSTRUCTION</p> <p>(*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – CONSTRUCTION MANAGER'S FEE. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – CONSTRUCTION MANAGER'S FEE. F3 Fee to the Construction Manager based on time-based rates as described in paragraph 5.2.3 of Article A-5 – CONSTRUCTION MANAGER'S FEE.)</p> | <p>Performed by the Owner or someone other than the Construction Manager</p> | <p>Performed by the Construction Manager (F1/F2/F3)</p> | <p>Not Applicable</p> |
|--|--|---|-----------------------|
| <p>1.1 General Services</p> <p>.1 Attend regular <i>Project</i> meetings with the <i>Owner</i> and the <i>Consultant</i>.</p> <p>.2 Provide advice to the <i>Owner</i> and the <i>Consultant</i> with respect to construction and market conditions.</p> | | <p>F1 F1</p> | |
| <p>1.2 Pre-design</p> <p>.1 Estimating:</p> <p>(1) Confirm or prepare a <i>Class D Construction Cost Estimate</i>.</p> <p>(2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendation for corrective action.</p> <p>.2 Scheduling: Prepare a preliminary overall <i>Project</i> schedule.</p> | | <p>F1 F1</p> | |
| <p>1.3 Schematic Design Phase</p> <p>.1 Constructability: Provide advice on site use and possible improvements, selection of materials, assembly systems, and, equipment and provide recommendations on construction feasibility, availability of materials and labour, time requirements for installation and construction, and factors related to alternative designs and possible economies.</p> <p>.2 Estimating:</p> <p>(1) Prepare a <i>Class C Construction Cost Estimate</i> at the end of the Schematic Design Phase.</p> <p>(2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendation for corrective action.</p> <p>.3 Scheduling: Prepare, in consultation with the <i>Consultant</i> and the <i>Owner</i>, a preliminary <i>Project</i> schedule for the <i>Owner's</i> review; such <i>Project</i> schedule shall take into consideration the sequence and timing of the required basic program decisions, including anticipated design time, approval period, preparation of documentation, bid calls and subsequent evaluations, trade contract awards, on-site construction activities, and the anticipated date of <i>Substantial Performance of the Work</i>.</p> <p>.4 Other Services: Assist in providing liaison and coordination among government authorities, utility companies, and other authorities having jurisdiction over the <i>Place of the Work</i>.</p> | | <p>F1 F1 F1 F1</p> | |
| <p>1.4 Design Development Phase</p> <p>.1 Constructability:</p> <p>(1) Provide updates as necessary regarding the availability of materials and labour, building systems, and possible economies.</p> <p>(2) Make recommendations to the <i>Owner</i> and the <i>Consultant</i> regarding the scope of <i>Work</i> packages and <i>Work</i> to be performed by the <i>Construction Manager's</i> own forces to help facilitate the subsequent bidding and awarding of <i>Subcontractor</i> and <i>Supplier</i> contracts.</p> <p>(3) Review the <i>Specifications</i> and <i>Drawings</i> and, at the end of the Design Development Phase, make recommendations to the <i>Owner</i> and the <i>Consultant</i> as to constructability and coordination among the <i>Subcontractors</i>.</p> <p>.2 Estimating and Cost Control:</p> <p>(1) Prepare a <i>Class B Construction Cost Estimate</i> at the end of the Design Development Phase.</p> <p>(2) Advise the <i>Owner</i> if it appears that the <i>Construction Cost Estimate</i> may exceed the <i>Project</i> budget, and make recommendations for corrective action.</p> <p>(3) Establish a cost control program and prepare a cash flow forecast for the <i>Project</i>.</p> | | <p>F1 F1</p> | |



SCHEDULE A1 TO THE AGREEMENT – SERVICES AND COMPENSATION

| 2. CONSTRUCTION (*Note: F1 Included in the fixed amount as described in paragraph 5.2.1 of Article A-5 – CONSTRUCTION MANAGER’S FEE. F2 Included in the percentage amount as described in paragraph 5.2.2 of Article A-5 – CONSTRUCTION MANAGER’S FEE. F3 Fee to the Construction Manager based on time-based rates as described in paragraph 5.2.3 of Article A-5 – CONSTRUCTION MANAGER’S FEE.) | Performed by the Owner or someone other than the Construction Manager | Performed by the Construction Manager (F1/F2/F3) | Not Applicable |
|---|---|--|----------------|
| 2.1 General Service .1 Chair and minute regular <i>Project</i> meetings with the <i>Owner</i> and the <i>Consultant</i> . | | F1 | |
| 2.2 Cost Control and Accounting .1 Prepare and update the <i>Construction Cost</i> and cash flow forecasts in accordance with the <i>Project</i> budget as specified in Article A-3 of the Agreement – DESCRIPTION OF THE PROJECT or otherwise agreed with the <i>Owner</i> . .2 Develop, implement and maintain a system of <i>Project</i> cost control and accounting. .3 Advise the <i>Owner</i> and the <i>Consultant</i> on the variances between actual cost and <i>Construction Cost Estimate</i> . .4 Provide reasonable assistance and information to permit recovery of all tax rebates where applicable. .5 Provide recommendations to the <i>Owner</i> for necessary changes to maintain the <i>Project</i> budget and <i>Project</i> schedule. | | F1 F1 F1 F1 | |
| 3. POST-CONSTRUCTION | | | |
| 3.1 General Service .1 Prepare final <i>Construction Cost</i> report. | | F1 | |
| 3.2 Occupancy Review .1 Assist the <i>Owner</i> in conducting post-construction occupancy review. | | F1 | |



SCHEDULE A2 – REIMBURSABLE EXPENSES APPLICABLE TO SCHEDULE A1

Unless otherwise agreed to by the parties or as indicated in the following table, all expense items relating to *Services* are included in the *Construction Manager’s Fee* for the *Services* as described in paragraph 5.2 of Article of the Agreement A-5 – CONSTRUCTION MANAGER’S FEE.

| | Costs Included in the Construction Manager’s Fee (A-5.2) | Reimbursable Expenses (A-6) |
|---|--|-------------------------------------|
| 1. Travel and subsistence expenses of the <i>Construction Manager’s</i> personnel outside a radius of 50km from the <i>Place of the Work</i> . | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Charges for long distance telephone and facsimile communications, courier services, reproduction of <i>Contract Documents</i> incurred in relation to the performance of this <i>Contract</i> . | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. The cost of <i>Project</i> specific information technology support in accordance with the method determined by the parties. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Deposits lost provided that they are not caused by negligent acts or omissions of the <i>Construction Manager</i> and the <i>Services</i> are performed in accordance with this <i>Contract</i> . | | <input checked="" type="checkbox"/> |
| 5. The costs to the <i>Construction Manager</i> that result from any <i>Subcontractor’s</i> insolvency or failure to perform. | | <input checked="" type="checkbox"/> |
| 6. Charges levied by authorities having jurisdiction at the <i>Place of the Work</i> . | | <input checked="" type="checkbox"/> |
| 7. Royalties, patent licence fees and damages for infringement of patents and cost of defending suits therefore. | | <input checked="" type="checkbox"/> |
| 8. Any adjustment in taxes and duties directly related to the <i>Project</i> for which the <i>Construction Manager</i> is liable. | | <input checked="" type="checkbox"/> |
| 9. Losses and expenses sustained by the <i>Construction Manager</i> for matters which are the subject of the insurance coverages obtained pursuant to GC 11.1 – INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts, within the deductible amounts or are not insurable. | | <input checked="" type="checkbox"/> |
| 10. The costs incurred due to emergencies affecting the safety of persons or property. | | <input checked="" type="checkbox"/> |
| 11. Legal costs, incurred by the <i>Construction Manager</i> in relation to the performance of the <i>Services</i> provided that they are not caused by negligent acts or omissions of the <i>Construction Manager</i> and the <i>Services</i> are performed in accordance with this <i>Contract</i> . | | <input checked="" type="checkbox"/> |
| 12. Such other costs directly incurred by the <i>Construction Manager</i> in the performance of this <i>Contract</i> as follows: <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Fencing Temporary Office Temporary Lighting Temporary Power Temporary Washroom Facilities Garbage removal Permits Cleaning Infection control </div> | | <input checked="" type="checkbox"/> |



APPENDIX C – Preliminary Project Plans

| ISSUE | | |
|-------|-------------|------|
| No. | Description | Date |
| | | |
| | | |
| | | |

| REVISIONS | | |
|-----------|-------------|------|
| No. | Description | Date |
| | | |
| | | |
| | | |

PROJECT:

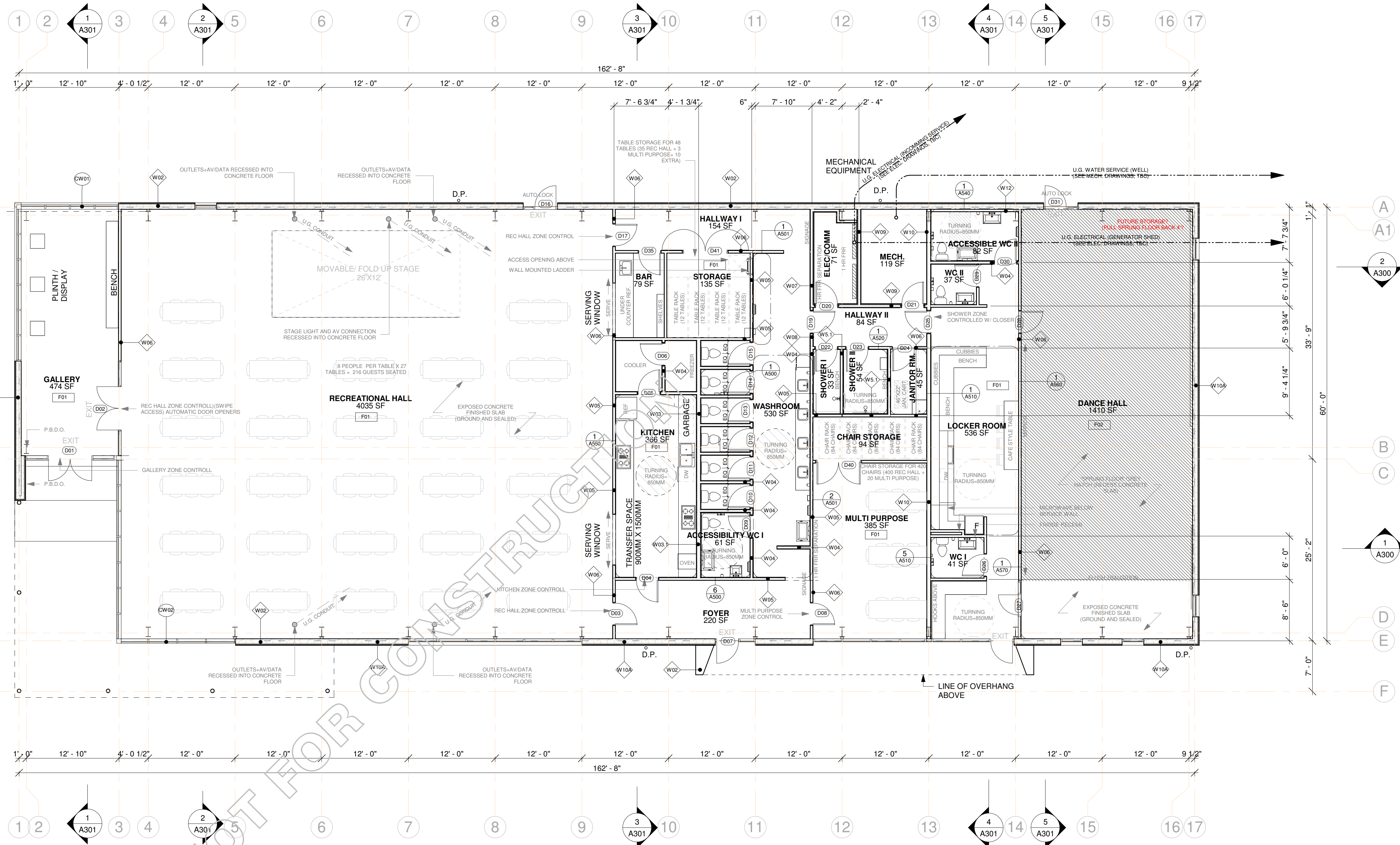
CLARE VETERAN CENTRE

9938 NS TRUNK 1
SAULNIERVILLE, CLARE,
NS, BOW 2Z0

DRAWING TITLE:

MAIN FLOOR PLAN

| | | | |
|-----------|-----------|-----------------|------|
| DRAWN BY: | DF/CG | DRAWING NUMBER: | A111 |
| DATE: | JAN 17/24 | REVISION: | |
| SCALE: | AS NOTED | | |

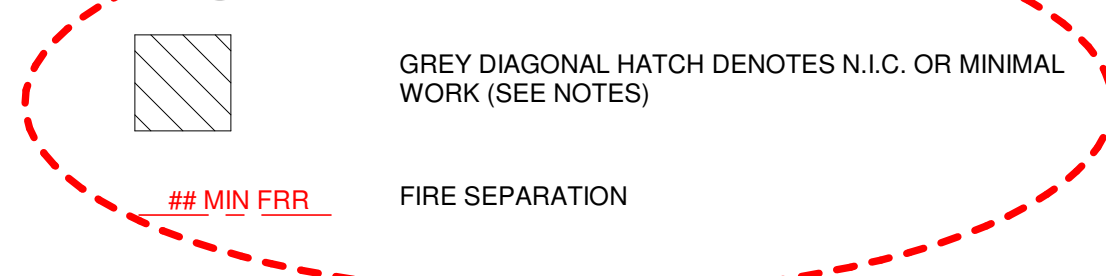


1 MAIN FLOOR PLAN
1/8" = 1'-0"

GENERAL NOTES

- 1) CONTRACTOR TO CONFIRM ALL DIMENSIONS PRIOR TO CONSTRUCTION.
- 2) CONTRACTOR TO REPORT ANY DISCREPANCIES TO THE ARCHITECT, PRIOR TO CONSTRUCTION.
- 3) DURING EXCAVATION CONTRACTOR TO CONFIRM / REVIEW EXISTING WATERPROOFING, PERIMETER DRAIN/DRAIN TILE. IF NONE CONTRACTOR TO PROVIDE MAKE GOOD WITH DAMPROOFING, PERIMETER DRAIN/DRAIN TILE. (TIE INTO CISTERN/ MANHOLE)
- 4) GUTTERS AND DOWNSPOUT TO BE COORDINATED WITH ELEVATION DRAWINGS.
- 5) RIDGE VENTING TO BE LOW PROFILE AND INTEGRATED WITH ROOFING PROFILE.
- 6) EXISTING ROOFING TO BE REMOVED, CONTRACTOR TO REPLACE DETERIORATED ROOF SHEATHING AS NEEDED.
- 7) CONTRACTOR TO ADD BACKING AS REQUIRED FOR ALL HANDRAILS, EQUIPMENT, ETC
- 8) SEE A421, A422, A423 FOR ALL EXTERIOR STAIR DETAILS.
- 9) SEE A600 FOR ALL CURTAIN WALL ELEVATIONS

LEGEND





PRELIMINARY RENDER