



Transportation and Infrastructure Renewal
Building Project Services Division
Engineering, Design & Construction



Request for Proposals
for
Design and Construction Services
(Design Build)

QEII New Generation Project
Summer Street Parkade

Dept. Job No: F01-113-04E

Halifax, Nova Scotia
Document No: Doc349648503

Closing Time: **2:00 pm, Atlantic Standard Time**

Closing Date: **March 5, 2020**

SECTION	NAME
00 10 00	INSTRUCTIONS TO PROPONENTS
00 31 24	ENVIRONMENTAL ASSESSMENT INFORMATION
00 31 32	GEOTECHNICAL DATA
APPENDIX A	FORM OF AGREEMENT (COVER) STANDARD FORM OF AGREEMENT BETWEEN MINISTER AND DESIGN BUILD CONTRACTOR GENERAL CONDITIONS OF THE CONTRACT (Design-Build) GENERAL CONDITIONS DESIGN BUILD
APPENDIX B	SUBMISSION FORM
APPENDIX C	FEE SUBMISSION FORM
APPENDIX D	RFP TECHNICAL SUBMISSION REQUIREMENTS D1 - LIST OF PERSONNEL & CONSULTANTS D2 - NOVA SCOTIA HEALTH AUTHORITY PLEDGE OF CONFIDENTIALITY
APPENDIX E	SCHEDULE
APPENDIX F	EVALUATION TABLE

Division 01 **GENERAL REQUIREMENTS**

01 00 00	GENERAL INSTRUCTIONS
01 11 00	SUMMARY OF WORK
01 29 00	PAYMENT PROCEDURES 1) STATUTORY DECLARATION 2) SCHEDULE OF VALUES FORM DC250-90 3) HOURLY LABOUR RATE FORM DC-640-2015
01 31 00	PROJECT MANAGEMENT AND COORDINATION 1) SAMPLE FORM OF WARRANTY
01 31 19	PROJECT MEETINGS
01 33 00	SUBMITTAL PROCEDURES
01 35 29	OCCUPATIONAL HEALTH AND SAFETY (OH&S) REQUIREMENTS 1) HEALTH SAFETY AND ENVIRONMENT DECLARATION FORM
01 35 43	ENVIRONMENTAL PROCEDURES
01 35 44	AIR EMISSIONS AND NOISE CONTROL
01 45 00	QUALITY CONTROL
01 52 00	CONSTRUCTION AND TEMPORARY FACILITIES

01 55 26	TRAFFIC CONTROL
01 56 00	TEMPORARY BARRIERS AND ENCLOSURES
01 60 00	BASIC PRODUCT REQUIREMENTS
01 70 00	CONTRACT CLOSEOUT
01 71 00	EXAMINATION AND PREPARATION
01 73 00	EXECUTION
01 74 00	CLEANING
01 74 19	WASTE MANAGEMENT AND DISPOSAL
01 77 00	CLOSEOUT PROCEDURES
01 78 00	CLOSEOUT SUBMITTALS
01 79 00	DEMONSTRATION AND TESTING
01 91 13	GENERAL COMMISSIONING
01 99 99	DESIGN BUILD CONSULTANT REQUIRMENTS

APPENDIX

APPENDIX 1	BUILDING PROGRAM & ROOM DATA SHEET
APPENDIX 2	SCHEMATIC DESIGN DRAWINGS
APPENDIX 3	PRESCRIPTIVE SPECIFICATIONS
APPENDIX 4	CODE SUMMARY
APPENDIX 5	RESPONSIBILITY MATRIX
APPENDIX 6	SITE PLAN
APPENDIX 7	ENVIRONMENTAL ASSESSMENT
APPENDIX 8	GEOTECHNICAL REPORT
APPENDIX 9	TRAFFIC MEMO
APPENDIX 10	TRAFFIC STUDY

DTIR DOCUMENT DC350 - DESIGN REQUIREMENTS MANUAL, 2010 EDITION

See link here: <https://novascotia.ca/tran/works/dc350.asp>

TIR CADD STANDARDS All drawings to meet DTIR current standards.

See link here: <https://novascotia.cWCa/tran/works/TIR%20CADD%20Standard.zip>

END OF LIST OF CONTENTS

1. **INVITATION**

.1 PROPOSAL CALL

- .1 This Request for Proposals (the “RFP”) is an invitation by the Province of Nova Scotia (the “Province”) to prospective proponents to submit proposals as further described in this RFP.
- .2 The Minister of Transportation and Infrastructure Renewal (DTIR) for the Province of Nova Scotia (“Province”) will receive offers, signed and dated, on or before 2:00 pm local time on the **5th day of March 2020** (“Submission Deadline”) submitted through Ariba.
- .3 This RFP is being conducted pursuant to the Nova Scotia Sustainable Procurement Policy and Procurement Manual. Proponents shall be solely responsible for the delivery of their proposals in the manner and time prescribed.
- .4 Proposals will be opened, and the mandatory requirements reviewed for compliance. Responses which do not conform to the mandatory requirements will not be given further consideration.
- .5 Once an Agreement is executed by DTIR with a proponent, notification of the outcome of the procurement process will be posted on the Nova Scotia Procurement Web Portal.

2. **INTENT**

- .1 The intent of this proposal call is to obtain offers to provide design and construction services for the QEII Summer Street Parkade located at 1747 Summer St. Halifax, Nova Scotia.
- .2 For full details of the project, refer to Section 01 11 00 Scope of Work.
- .3 NS Lands Healthcare Infrastructure Projects division will oversee the design and construction of the project as part of the QEII New Generations Project for the Province of Nova Scotia.
- .4 Substantial performance is to be achieved is to be achieved on or before date indicated in Appendix E - Schedule.
- .5 The project is to achieve the objectives of the NS Lands Project Charter, as follows:
 - .1 Project Background
 - .1 The Summer Street Parking Garage is a component of the QEII New Generation project and will help support the health care needs of all Nova Scotians today, and for future generations.
 - .2 As part of the QEII New Generation master plan, the current parkade at the QEII Health Sciences Centre Halifax Infirmary (HI), Robie Street Garage, will be demolished to make way for a new acute care building. Significant parking areas are planned to be constructed beneath three new buildings on the

HI campus, however the new underground parking spots will not be available until after the buildings are constructed and open.

- .3 The main vehicular access to the HI site for patients and visitors will be relocated from Robie Street to the entrance on Summer Street. Patients and visitors can be dropped off at the Summer Street entrance and proceed to the new parkade to the southeast.
- .4 The new multi-level parking facility will replace the parking spots being decommissioned in the Robie Street Garage, Emergency parking lot and the former CBC property, as well as provide accessibility during demolition and construction phases. The parkade will also offer non-hospital-related parking capacity to support other functions.

.2 Project Objectives

- .1 The goal of the Summer Street Parkade project is to provide an accessible facility for patients, staff and visitors to park conveniently located to the Summer Street entrance of the Halifax Infirmary.
- .2 It is expected the Summer Street Parkade construction will commence in Spring 2020. The project is expected to complete before the demolition of the existing Robie Street Garage in Spring 2021.
- .3 The Summer Street Parkade will replace the number of parking spaces currently provided.
- .4 The parkade shall have the ability to expand in the northern direction and / or to the west across Summer Street to accommodate additional parking.
- .5 The parkade provides parking for the Museum of Natural History (MNH) and additional parking for special events in the area.
- .6 Minimize the impact to the programs and services delivered at the MNH.
- .7 Minimize the impact to the programs and services delivered at the Bengal Lancers.
- .8 Minimize the impact to the Halifax Wanderers stadium.

.3 Project Scope

- .1 Construction of a new parkade on Summer Street via the Design-Build delivery method.
- .2 Design and construct to allow for future expansion on the north side or to the west bridging the street in the future.
- .3 Design to maximize parking, while maintaining an appropriate building height.

- .4 A structure that is modular, to allow for relocation or modification if parking on the site is no longer required.
- .5 The structure shall be clad to three dimensional facades to conceal the utilitarian form of the garage and respectfully respond to the surrounding recreational and open space, while creating a unique identifier that expresses Healthier Together, the NSHA strategic plan.
- .6 A detailed landscaping and planting approach is required in the space between the parkade and the MNH to accommodate existing access and exits to the MNH and re-routing of established pedestrian pathways thru the site.
- .7 The project shall incorporate green building strategies and initiatives to support the LEED targets of the QEII New Generation project.
- .8 The structure will have a heated and ventilated core with support spaces for building systems and operations.
- .9 Street front improvements include a mid-block crosswalk, a new 4-way intersection, and a renewal of the Museum plaza.
- .10 The building will be owner by the Province, managed by NSHA, with a parking system operated by a third-party vendor.
- .11 A portion of the land upon which the parking structure is to be built is currently owned by Halifax Regional Municipality (HRM) The acquisition process is ongoing, and the province has formally requested to acquire the necessary Municipally owned land, and in the interim, a license to permit the use of the Municipal land in order to tender the design-build for the parking structure and give the Province of Nova Scotia, care and control of the site (and the associated liability) to commence construction of the project. *Proponents are advised that Halifax Regional Council has not yet had the opportunity to deliberate on the request.*

3. CONTRACT DOCUMENTS IDENTIFICATION

- .1 The Contract Documents are identified as Dept. Job number **F01-113-01-04E** as prepared by Nova Scotia Lands (NSL) and for the Province of Nova Scotia, (DTIR), Building Project Services Division, and Nova located at 1672 Granville Street, P.O. Box 186, Halifax, Nova Scotia, B3J 2N2 and as listed in the Agreement.

4. PROPOSAL DOCUMENTS

.1 AVAILABILITY

- .1 Proposal Documents are made available only for the purpose of obtaining offers for this project. Their use does not confer a license or grant for other

purposes. A Proposal or other response to the RFP does not result in any contractual obligation of any kind, and there will be no contract between parties until DTIR has issued an award letter and DTIR and the successful proponent have both signed the contract documents.

.2 EXAMINATION

- .1 Proponents shall promptly examine all of the documents comprising this RFP, and
 - .1 report any errors, omissions, or ambiguities; and
 - .2 direct questions or seek additional information

through the Ariba Sourcing Event Message Board, to the RFP Contact, as set out in the RFP Contact section, on or before the Deadline for Questions. The Province is not obligated to respond to questions or comments received after this period has passed. No such communications are to be directed to anyone other than the RFP Contact. The Province is under no obligation to provide additional information, and the Province will not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Province will not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

.2 QUERIES/ADDENDA

- .1 For the purposes of this procurement process, the “RFP Contact” shall be:
Kimberley Weagle
Procurement Specialist
All communications must be directed through the Ariba Sourcing Event Message Board.
- .2 The Ariba Sourcing Event Message Board is an area in Ariba where all system notifications and Government of Nova Scotia (GNS) created messages can be viewed. Proponents can send messages directly to the GNS procurement team through the Ariba Event Message Board. Note: All messages sent from Proponents can only be viewed by the GNS Procurement team and not by other Proponents that are participating in the same sourcing event.
- .3 Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Province, other than the RFP Contact or their designate, concerning this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the

proponent's proposal.

- .4 Furthermore, proponents must not contact any other representative or employee of DTIR, Nova Scotia Health Authority ("NSHA"), NS Lands, HRM, MNH, or the Nova Scotia Department of Health and Wellness ("DHW") with the intent, express or implied, of influencing the RFP process between the time of issuance of this RFP and issuance of an award letter to the Successful Proponent or cancellation of the RFP. Non-compliance with this condition may for that reason alone result in disqualification of a Proponent. Contact with DTIR, NSHA or DHW within the ordinary course of any other business that a Proponent may have is not intended to be constrained by this condition.
- .5 This RFP may be amended only by addendum in accordance with this section. If the Province, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by addendum through the Ariba Sourcing Event Message Board and listed on the Nova Scotia Procurement Web Portal. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for reviewing all addenda issued by the Province.
- .6 All addenda issued during the proposal period shall become part of the Contract Documents. The Fee Submission shall reflect all addenda.
- .7 Clarifications requested by proponents must be in writing and received not less than seven (7) working days before the date set for receipt of proposals.
- .8 The Deadline for Issuing Addenda will no later than five (5) working days before deadline for receipt of proposals.
- .9 If the Province determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Province may extend the Submission Deadline for a reasonable period of time.

.3 LOCATION OF PROPONENT REGISTRATION

- .1 Proponents may be required to be registered to carry on business in accordance with applicable laws. For information on the business registration requirements of the Nova Scotia Registry of Joint Stock Companies, please consult:

<http://www.novascotia.ca/snsmr/access/business/registry-joint-stock-companies.asp>

The status of a proponent's business registration does not preclude the submission of a proposal in response to this RFP. A proposal can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, a contract cannot be awarded unless the selected proponent is registered and in

good standing, in accordance with applicable laws.

- .2 If the proponent's business is not required to register in Nova Scotia, the proponent will be required to submit registration from their applicable jurisdiction.
- .3 The Successful Proponent must be in compliance with the regulations of the Professional licensing associations such as but not limited to engineering, architectural, plumbing licensing associations before a contract will be awarded by the Minister.

.4 PROPOSAL COSTS/LIMITATION OF LIABILITY

- .1 The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or presentations.
- .2 By submitting a proposal, each proponent agrees that:
 - .1 neither the Province nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
 - .2 the proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the Province's decision to not accept the proposal submitted by the proponent, to enter into an Agreement with any other proponent or to cancel this proposal process, and the proponent shall be deemed to have agreed to waive such right or claim.

.5 OWNERSHIP OF PROPOSALS

1. DTIR will not return the proposal, or any accompanying documentation submitted within Ariba.
2. All documents, including proposals, submitted to DTIR become the property of DTIR. DTIR maintains the right to make copies of the proposals for its internal evaluation process and provide copies to the evaluation committee, staff, advisors and representatives of principal stakeholders.

.6 CONFLICT OF INTEREST

1. The Province may disqualify a proponent for any conduct, situation or circumstance, determined by the Province, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the Submission Form ([Appendix B](#)).
2. A proponent shall not engage in any communications that could constitute a Conflict of Interest and must take note of the Conflict of Interest declaration set out in the Submission Form ([Appendix B](#)).

.7 CONFIDENTIAL INFORMATION

1. Confidential Information of the Province - All information provided by or obtained from the Province in any form in connection with this RFP either before or after the issuance of this RFP:
 - .1 is the sole property of the Province and must be treated as confidential;
 - .2 is not to be used for any purpose other than replying to this RFP and the performance of the Agreement for the Deliverables;
 - .3 must not be disclosed without prior written authorization from the Province; and
 - .4 must be returned by the proponent to the Province immediately upon request of the Province.

2. Confidential Information of Proponent - A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Province. The confidentiality of such information will be maintained by the Province, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Province to advise or assist with the RFP process, including the evaluation of proposals.

3. Personal Information International Disclosure Protection Act - The 'Personal Information International Disclosure Protection Act' (PIIDPA), creates obligations for the Government of Nova Scotia and its service providers when personal information is collected, used or disclosed. Provisions related to PIIDPA requirements are included in the agreement terms. A copy of the Act is available online at:
<http://nslegislature.ca/legc/statutes/persinfo.htm>

- .8 **NEWS RELEASES/PUBLIC ANNOUNCEMENTS/LOBBYING**
 1. Proponents shall not make news releases or public announcements concerning the RFP or the awarding of the contract without the written consent of DTIR and then, only in coordination with DTIR. For greater certainty, "public announcements" includes (but is not limited to) any announcements or comments on any social media platform.
 2. **Proponent not to Communicate with Media** - A proponent may not at any time directly, or indirectly, communicate with the media in relation to this RFP or any Agreement entered into pursuant to this RFP without consent of the Province, and then only in coordination with the Province.
 3. A proponent shall not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Successful Proponent.

- .9 **RESEVED RIGHTS/GOVERNING LAW AND INTERPRETATION**
 1. Reserved Rights of the Province - The Province reserves the right to:
 - .1 make public the names of any or all proponents;

- .2 request written clarification in relation to a proponent's proposal;
- .3 waive minor formalities that do not constitute Mandatory Submission requirements or Mandatory Technical requirements;
- .4 verify with any proponent or with a third party any information set out in a proposal;
- .5 check references other than those provided by any proponent;
- .6 disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- .7 disqualify any proponent or the proposal of any proponent who has engaged in conduct prohibited by this RFP;
- .8 amend this RFP process without liability at any time prior to the execution of a written agreement between the Province and a proponent. These changes are issued by way of addendum in the manner set out in this RFP;
- .9 cancel this RFP process without liability at any time prior to the execution of a written agreement between the Province and a proponent. A cancellation is communicated by way of addendum in the manner set out in this RFP. The Province may in its sole discretion issue a new RFP for the same or similar Deliverables; or
 - .1 reject any or all proposals

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

2. Governing Law and Interpretation - These Terms and Conditions of the RFP Process:

- .1 are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- .2 are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Province; and
- .3 are to be governed by and construed in accordance with the laws of the province of Nova Scotia and the federal laws of Canada applicable therein.

.10 NEWS ACCOUCEMENTS/LOBBYING

1. Proponents shall not make news releases or public announcements concerning the RFP or the awarding of the contract without the written consent of DTIR and then, only in coordination with DTIR. For greater certainty, "public announcements" includes (but is not limited to) any announcements or comments on any social media platform.
2. Proponent not to Communicate with Media - A proponent may not at any time directly, or indirectly, communicate with the media in relation to this RFP or any Agreement entered into pursuant to this RFP without consent of the Province, and then only in coordination with the Province.
3. A proponent shall not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Successful Proponent.

5. PROPOSAL ACCEPTANCE/REJECTION

1. The Province may reject a bid based on past performance or based on inappropriate conduct, including but not limited to the following:
 1. There are omissions of significant information.
 2. A proposal is not signed as required.
 3. A proposal is not submitted in conformance with Instructions to Proponents.
 4. The Fee Submission is not on the required form.; or
 5. Any other defect which, in the opinion of the Minister brings the meaning of the proposal into question.
 6. illegal or unethical conduct as described within this RFP;
 7. the refusal of the Contractor to honour its submitted pricing or other commitments;
 8. any conduct, situation or circumstance determined by the Province, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
 9. the Province's past experience with the proponent within the last 18 months for similar or related services
2. All of the provisions of this RFP are deemed to be accepted by each proponent and incorporated into each proponent's proposal. A proponent who submits conditions, options, variations, or contingent statements inconsistent with the terms set out in the RFP, including the terms of the Agreement in Appendix A, either as part of its proposal or after receiving notice of selection, will be disqualified.
3. The Province may disqualify a proponent, or terminate an Agreement entered into if the Province, in its sole and absolute discretion, determines that the proponent has engaged in any conduct prohibited by this RFP. Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Province; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.
4. The Minister reserves the right to accept or reject any or all proposals or to accept any proposal deemed most satisfactory. The Minister reserves the right to waive any informality in any or all Proposals.
5. The Province makes no guarantee of the value or volume of work to be assigned to the Successful Proponent. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The Province may contract with others for goods and services the same as, or similar, to the Deliverables or may obtain such goods and services from resources within the Province.

6. SITE ASSESSMENT

1. **PROPONENTS BRIEFING**
 1. A non-mandatory site assessment and proponent briefing will be provided to

prospective proponents to ensure all parties are aware of the details and services expected of them. Meeting will be held at the following location and time:

Date: To be issued by way of Addendum at a later date
Location: Auditorium
Museum of Natural History
1747 Summer Street
Halifax, Nova Scotia

Proponents who do not attend the site assessment and/or the proponent briefing will not be precluded from submitting a proposal.

Prospective proponents planning to attend the meeting either method should register via the Ariba Sourcing Event Message Board by no later than 2:00 p.m. on the business day prior to the site assessment and proponent briefing.

The site assessment and proponent briefing will be canceled if the RFP Contact does not receive confirmation of intention to attend from any prospective proponents by the deadline as noted above.

7. AGREEMENT

1. The successful Proponent shall enter into the Appendix A Form of Agreement included within this RFP.

8. CONSTRUCTION CONTRACT GUIDELINES

1. The printed policies of the Nova Scotia Construction Contract Guidelines dated June 2017 are applicable to this Request for Proposal.

9. INSURANCE

1. Proponents, by responding to this Request for Proposal are confirming that they will be able to satisfy the following insurance requirements within ten (10) days of award to the Department of Transportation & Infrastructure Renewal:

1. Contractor's Liability Insurance (\$10,000,000 annual aggregate)
2. Comprehensive Builders Risk (100% of total value of Work)
3. Consultant Insurance – See Section 01 99 99

10. PERFORMANCE ASSURANCE

1. Proponents, by responding to this Request for Proposal are confirming that they will be able to satisfy the following performance assurance requirements of the Department of Transportation & Infrastructure Renewal for the construction work required.

2. PERFORMANCE ASSURANCE REQUIRED OF GENERAL CONTRACTOR

1. Maintain Performance Assurance in force for a period of not less than twelve (12) months after the issue of the Substantial Performance Certificate

certified and issued by the Minister and until Completion of the Contract.

2. Submit as Performance Assurance the following:
 1. Provide a Performance Bond and Labour & Materials Payment bonds as described in the General Conditions of Contract and herein.
 2. Within **thirty (30)** days after notification of award of the Contract, provide the Minister with a Performance Bond and Labour & Material Payment Bond each of which shall be on the **Department of Transportation and Infrastructure Renewal, Province of Nova Scotia** original form acceptable to the Minister and in an amount equal to **fifty per cent (50%)** of the amount of the Contract.
 3. Include the cost of providing the Performance Bond and Labour & Material Payment bond in the Contract Price.

3. **PERFORMANCE ASSURANCE REQUIRED OF SUBCONTRACTORS**

1. Maintain Performance Assurance in force for a period of not less than twelve (12) months after the date of Substantial Performance for the project as certified and issued by the Minister and until Completion of the Contract.
2. Where the subcontract or subcontracts of a Subcontractor is in the amount of \$250,000 or more, the Subcontractor shall provide the Contractor, within **twenty (20)** days after award of Subcontract or prior to starting Work on site, whichever occurs first, the following:
 1. Provide a Performance Bond and Labour & Materials Payment Bond each of which shall be on the **Department of Transportation and Infrastructure Renewal, Province of Nova Scotia** original form acceptable to the Minister and in an amount equal to **fifty per cent (50%)** of the amount of the contract(s) between the Contractor and the Subcontractor.
 2. Performance Bonds and Labour & Material Payment Bonds, submitted by Subcontractors, shall be provided at the expense of the Subcontractors and shall be with an established Surety Company satisfactory to and approved by the Minister. Bonds shall be on the **Department of Transportation and Infrastructure Renewal, Province of Nova Scotia forms**.
 3. Include the cost of providing the bonds in the subcontract price.

11. **QUALIFICATIONS**

1. Subcontractors
 1. The Minister reserves the right to reject a proposed supplier for reasonable cause if the required RFP documents including post RFP submittals calls into the question the suppliers' ability to execute the scope of work as required by the contract documents.
 2. Refer to Article GC39 of General Conditions.

12. **OCCUPATIONAL HEALTH & SAFETY**

1. Proponents, by responding to this Request for Proposal, are confirming that they

are able to satisfy the following Occupational Health and Safety requirements:

1. OHS requirements in applicable acts, legislation and tender documents.
2. Certificate of Recognition or Letter of Good Standing - See Appendix D for more detail on required prior to award submissions.
3. Workers Compensation Coverage - See Appendix D for more detail on required prior to award submissions.
4. Nova Scotia Apprenticeship Program - See Appendix D for more detail on required prior to award submissions.

13. PROJECT PERSONNEL

1. Project Personnel shall be as outlined in the Appendix D RFP Technical Submission Requirements and shall be available for the duration of the Work.
 1. Personnel from the Contractor's Consultant and General Contracting company shall be committed to the design and construction phases of the project as per the proponent response to the Technical Submission Requirements.
2. Each person shall be satisfactory to the Minister and capable of managing the operations of the project to its completion. The names and qualifications of these personnel shall be included in your Appendix D RFP Technical Submission responses.
3. No substitution of the identified personnel will be permitted without the permission of the Minister. By submitting a proposal, the proponent certifies that, should it be awarded a contract as a result of the bid solicitation, Key Personnel proposed in its proposal will be available to perform the services as required by the Province and at the time specified in the RFP or agreed to with Province's representatives. If prior to award, and for reasons beyond its control, the proponent is unable to provide the services of an individual named in its proposal, the proponent may propose a substitute with similar qualifications and experience. The proponent must advise the Province's project authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the proponent: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.
4. Should the Province for any reason whatsoever be of the opinion that any member of the proponent's Key Personnel is unsatisfactory, ineffective, non-responsive or non-compliant with duties, responsibilities and obligations under this Contract, the Consultant shall, upon written notice from the Province, immediately terminate the assignment of such person, remove them from the Project and make immediate arrangements for a suitable replacement, satisfactory to the Province.
5. The Proponent shall clearly demonstrate sufficient capacity within the project team to meet project schedules.

14. **PROPOSAL REQUIREMENTS**

1. Submission of Proposals

1. **Proposals must be submitted through Ariba** - Proponents are responsible for ensuring bid submissions are submitted through Ariba. The Province will not be responsible for any delay or failure of the transmission or receipt of the bid including, but not limited to, the following:
 - .1 receipt of a garbled, corrupted or incomplete bid;
 - .2 availability or failure of any SAP Ariba system function or component;
 - .3 internet connectivity or availability issues;
 - .4 incompatibility between the sending and receiving equipment;
 - .5 delay in transmission or receipt of the bid;
 - .6 failure of the proponent to properly identify the bid;
 - .7 illegibility of the bid; or
 - .8 security of bid data.
 - .9 If more than one file is required to be attached, Proposal is to be submitted through Ariba in a Zip folder. NOTE: There is a 100MB size limit per upload.

The Province bears no responsibility to investigate any issue related to SAP Ariba system function or component. The Province recommends that proponents allow sufficient time to upload their bid and attachment(s) (if applicable) and to resolve any issues that may arise.

2. **Proposals to be Submitted on Time** - Proposals must be submitted on or before the Submission Deadline as indicated in the RFP Timetable section. Proposals submitted after the Submission Deadline will be rejected. The official logged time of bid submission will be set by Ariba, which will be assumed to be correct. If bid is submitted after the deadline an error message will be shown.
3. **Amendment of Proposals Prior to Submission Deadline** - Proponents may amend their proposals any time prior to the Submission Deadline by submitting an amendment through the Ariba Sourcing Event.
4. **Withdrawal of Proposals** - Proponents may withdraw their proposals any time prior to the Submission Deadline by declining to participate in the Ariba Sourcing Event.
5. **Proposals Irrevocable after Submission Deadline** - Proposals shall be irrevocable for a period of Ninety (90) days from the Submission Deadline.

2. Submission Format

1. All proposals must be submitted through the Ariba Sourcing Event. The Province will not accept paper proposals submitted by hand delivery, facsimile transfer or proposals by email.
2. The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the

proponent's proposal but not attached will not be considered to form part of its proposal.

- .1 Technical Submission Response will be submitted as follows:
 - .1 Responses should be clearly indicated within your submission to Appendix D RFP Technical Submission Requirements.
 - .2 The Technical Submission must not contain any reference to the fee being offered.
 - .3 Proponents are to provide responses to each question in Appendix D RFP Technical Submission Requirements.
 - .5 The Appendix B – Submission Form, responses to Appendix D RFP Technical Submission Requirements comprises the written portion of the Technical Submission, Appendix D1 form, and are to be complete with a cover including the name of the Project, Project number (F01-01-113-01-04E), RFP number, proponent name, proponent address, and primary contact person with his or her phone number and e-mail address. The pages are to be numbered with the first page after the List of Contents numbered as “1”. Proponents should adhere to the individual page counts indicated within Appendix D and a minimum font size of 10 pt. should be utilized.
 - .6 There is no obligation on the part of the evaluation team to review material exceeding the page limit.
 - .7 The proponent's submission in response to this Request for Proposal will become part of the final contract. Proponent submissions will not in any way reduce the scope of required services. Requested or required changes to the scope shall be handled through an addendum process during the procurement period and a Contemplated Change Order / Change Order process after award.
- .2 Fee Submission will be submitted as follows as a separate attachment:
 - .1 Refer to Appendix C Fee Submission Form for prescribed format requirements

15. ACCEPTANCE AND EVALUATION

1. Stages of Evaluation:
 1. The Province will conduct the evaluation of proposals in the following four stages:
 - Stage I: Mandatory Submission Requirements
 - Stage II: Evaluation
 - Stage III: Pricing
2. Stage I – Mandatory Submission Requirements
 1. Stage I will consist of a review to determine which proposals comply with all the Mandatory Submission requirements. Proposals that do not comply with all the Mandatory Submission requirements as of the Submission

- Deadline will be disqualified and not evaluated further.
2. The mandatory submission requirements are as follows:

.1 No Amendment to Forms

Other than inserting information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, will be disqualified.

.2 Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent. Proponent must include all pages of Appendix B - Submission Form to be considered compliant.

.3 Fee Submission (Appendix C)

Each proposal must include a Fee Submission Form (Appendix C) completed according to the instructions contained in Appendix C.

.4 Other Mandatory Submission Requirements

a) Responses to Appendix D1 must be included with your submission to Appendix D RFP Technical Submission Requirements.

b) Response to Rated Criteria (Appendix D – RFP Technical Submission Requirements) - Each proposal must include a response to the criteria located within Appendix D RFP Technical Submission Requirements.

3. Stage II – Evaluation

1. Rated Criteria - The Province will evaluate each compliant proposal on the basis of the rated criteria as set out in Appendix F Evaluation Table. An overview of the categories and weighting for the rated criteria of the RFP is located within Appendix F Evaluation Table. Proponents who do not meet a total minimum threshold of 49 points will not proceed further in the evaluation process.

4. Evaluation Procedures:

1. Proposals may be evaluated by an Evaluation Team comprised of a minimum of three (3) representatives made up from the following groups: NS Lands, NSHA, HRM and/ or Department of Transportation and Infrastructure Renewal.
2. Third Party Assistance with Evaluation - The Province reserves the right to engage, as necessary, subject matter experts as advisors/consultants to assist with the evaluation of submissions and to provide technical guidance. The assignment by the Province of any one or more of these

- advisors/consultants will be at the Province's sole and absolute discretion. The Province may use any such advisors/consultants in any way it, in its discretion, considers necessary.
3. During the evaluation process, the Province may request further information from the proponent or third parties to verify or clarify the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the Technical requirements set out in the Technical Requirements section of Appendix D. The Province may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.
 4. It will be understood that the degree to which a proposal meets the project requirements by means of the proposal scoring system will be at the sole discretion of the Evaluation Team. **The median scores for each category heading will be derived from the evaluators' individual scores tabulated within the Appendix F – EVALUATION TABLE.**
 5. Where projects are listed in your response, points will be awarded based partially on the number of projects listed, but also on relevance and type, complexity, scale, and successful completion. Proponents are reminded not to list more than the allowable maximum number of projects.
5. Stage III – Pricing
1. Stage III will consist of a scoring of the submitted pricing of compliant proposals in accordance with the price evaluation method set out in the Fee Submission Form (Appendix C). The evaluation of price will be undertaken after the evaluation of Mandatory Submission requirements, and Rated Criteria have been completed, and only for those proposals that have met all minimum threshold scores/stages. Upon opening Appendix C – Fee Submission Form, should it be determined to be non-compliant at the sole discretion of the Province, a proponent's proposal will be disqualified, and no score will be given. The remaining compliant proposals will then be scored according to Appendix C – Fee Submission Form.
 2. In order for a proposal to advance to Stage III, a proposal must:
 1. be deemed by the Province to be compliant;
 2. have achieved the required Minimum Threshold of 49 points for Stage II; and
 3. be one of the three (3) highest ranked proposals from Stage II.
 3. All scores will be rounded to the second decimal point. In the event there are fewer than three proposals eligible to advance to Stage III, the Province reserves the right to select only those proposals which meet both the first and second conditions set out above to proceed to Stage III. Proponents who move on to Stage III shall be hereafter referred to as the Shortlisted Proponents.

6. Pricing – Evaluation Procedure

1. The Shortlisted Proponent's Fee as submitted in C2.1 of Appendix C Fee Submission Form will be the basis for scoring.
2. The Fee Submission shall be scored as follows for compliant Fee Submissions only:
 1. If there are three (3) compliant Fee Submissions, points will be awarded as follow:
 - The median fee offer will be awarded 30 points.
 - All fee offers above the median fee offer up to a maximum of 5% will also receive 30 points.
 - All fee offers below the median fee offer by up to a maximum of 10% will receive 30 points.
 - All fee offers between 5% and 15% above the median fee offer will receive 24 points.
 - All fee offers between 10% and 15% below the median fee offer will receive 24 points.
 - All fee offers between 15% and 25% above or below the median fee offer will receive 15 points.
 - All fee offers greater than 25% above or below the median fee offer will have their proposal rejected.
 - Notwithstanding the technical and price scores, the Contracting Authority reserves the right to reject any proposal where prices are deemed to be unreasonable relative to the owner's estimated fee value for the services.
 2. If there are two (2) compliant Fee Submissions, points will be awarded as follow:
 - The lowest price will be awarded 30 points.
 - A fee offer above the lowest fee offer up to a maximum of 5% will also receive 30 points.
 - A fee offer between 5% and 15% above the lowest price offer will receive 24 points.
 - A fee offer between 15% and 25% above the lowest price offer will receive 15 points.
 - A fee offer greater than 25% above the lowest price offer will have its proposal rejected.
 - Notwithstanding the technical and price scores, the Contracting Authority reserves the right to reject any proposal where prices are deemed to be unreasonable relative to the owner's estimated fee value for the services.
 3. If there is only (1) compliant Fee Submission, points will be awarded as follow:

- 30 points will be awarded.
- Notwithstanding the technical and price scores, the Contracting Authority reserves the right to reject any proposal where prices are deemed to be unreasonable relative to the owner's estimated fee value for the services.

7. Selection of Highest Scoring Proponent

1. The After the completion of Stage II – Rated Criteria, Proponents Stage II scores will be totaled in order to determine a point value out of 70 points. Only those Proponents that have met items 15.5.1 and 15.5.2 above will have their Fee Submission opened. Compliant Pricing Proposals will receive a score (out of 30 points) and will then be added to calculate the Total Score for the Proponent's proposal.

2. If the highest **Total Score** of two or more submissions is tied, the award shall be to the firm with the lowest fee offer. Note: A tie is defined as an equal **Total Score** between two or more proponents within 0.10 points out of 100 points after rounding.

As Example:

Proponent A- Total Score of 90.49

Proponent B- Total Score of 90.37

Proponent C- Total Score of 89.34

Proponent D- Total Score of 88.23

Proponent E- Total Score of 85.75

The scores are rounded to the first decimal point as follows:

Proponent A- Total Score of 90.5 with a fee offer of \$900,000

Proponent B- Total Score of 90.4 with a fee offer of \$850,000

Proponent C- Total Score of 89.3

Proponent D- Total Score of 88.2

Proponent E- Total Score of 85.8

Proponents A & B are tied; however, proponent B has the lower fee offer and the award would be to proponent B.

3. The compliant Proponent with the highest total score will be selected to enter into the Agreement. Upon finalization of an Agreement with the Province, the Proponent shall thereafter be known as the Successful Proponent.

16. **AWARD**

1. The Department of Transportation and Infrastructure Renewal will notify the selected proponent in writing. The selected proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable

- conditions of this RFP within ten (10) days of notice of selection.
2. In addition to all of the Province's other remedies, if a selected proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days of notice of selection, the Province may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that proponent and proceed with the selection of another proponent or cancel the RFP Process.
 3. Proponents may request a debriefing after posting of the outcome of the procurement process. All requests must be made through the Ariba Sourcing Event Message Board, to the RFP Contact and must be made within sixty (60) days of posting of the outcome of the procurement process. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.
 4. If a proponent wishes to file a complaint in regard to the RFP process, it must provide notice to the RFP Contact within sixty (60) days of posting of the outcome of the process and the Province will respond in accordance with its Supplier Complaint Protocol.

END

1. Environmental Assessment Information

1. A copy of a detailed Environmental Assessment report with respect to the building site is included herein, titled as Supplemental Phase III ESA and Site Closure Report, CBCL, September 2018.
2. This report records environmental findings and presents details of the Phase II ESA, along with historical information on environmental-related activities associated with the site and prepared primarily for the use of the Contactor's Consultant.
3. The report, by its nature, cannot reveal all conditions that exist or can occur on the site. Should subsurface conditions be found to vary substantially from the report, changes in the environmental protection measures, design and construction will be made, with resulting credits or expenditures to the Contract Price accruing to the Owner.

END

1. Geotechnical Report

1. A copy of a detailed geotechnical investigation report with respect to the building site is included herein, titled "***GEOTECHNICAL INVESTIGATION, SUMMER STREET PARKADE***", dated September 25, 2019, and prepared by EXP.
2. This report is provided for information only. It records properties of the soils and recommendations for the design of the foundations, prepared primarily for the use of the Contractor's Consultant. The recommendations given shall not be construed as a requirement of this Contract unless such recommendations are repeated as requirements in other Contract Documents.
3. The report, by its nature, cannot reveal all conditions that exist or can occur on the site. Should subsurface conditions be found to vary substantially from the report, changes in the design and construction of foundations will be made. It shall be the Contractor's obligation to satisfy himself as to the nature, character, quality and quantity of subsurface conditions likely to be encountered. Any reliance upon the geotechnical information made available by the Minister shall be at the Contractor's risk. The Contractor agrees that he shall neither have nor assert against the Minister any claim for damages for extra work or otherwise, or for relief from any obligations of this Contract based upon the failure by the Minister to obtain or furnish additional subsurface information or based upon any inadequacy or inaccuracy of the information furnished.

END

1. AGREEMENT BETWEEN MINISTER AND CONTRACTOR

- .1 The Agreement between the Minister and Contractor shall be the Province of Nova Scotia, Department of Transportation and Infrastructure Renewal Standard Form of Agreement Between Minister and Contractor (Design-Build Contract), a copy of which is bound herein at the end of this document.

END

**PROVINCE OF NOVA
SCOTIA DEPARTMENT OF
TRANSPORTATION AND INFRASTRUCTURE RENEWAL**

**STANDARD FORM OF AGREEMENT BETWEEN
MINISTER AND CONTRACTOR**

(Design – Build Contract)

where the basis of payment is a

STIPULATED SUM

This Agreement made in duplicate the _____ day of _____ in the year Two
Thousand and _____

by and between

herein (and in the General Conditions) called the "Contractor"

AND

Her Majesty Queen Elizabeth the Second in the Right of the Province of Nova Scotia as
represented by the Minister of Transportation and Infrastructure Renewal, Province of Nova
Scotia, herein (and in the General Conditions) called the Minister.

WITNESSETH:

That the Contractor and the Minister for the considerations hereinafter indicated undertake and
agree as follows:

ARTICLE I. The "General Conditions of the Contract" are to be read herewith and
form part of this present Agreement as fully and completely to all
intents and purposes as though all the stipulations thereof had been
embodied herein.

ARTICLE II. The Contractor undertakes and agrees:

- a. to provide all the materials and to perform all the work shown on
the Drawings and described in the Specifications entitled:

**SUMMER STREET PARKADE
DESIGN & CONSTRUCTION SERVICES**

which have been signed in duplicate for identification by both the parties
and which were prepared by:

Province of Nova Scotia
Department of Transportation & Infrastructure Renewal
Building Project Services Division
1672 Granville Street, P.O. Box 186
Halifax, Nova Scotia, B3J 2N2

acting as and herein (and in the General Conditions) entitled the "Minister's Representative" and "Owner"

AND

- b. to do and fulfill everything indicated by the Agreement and the General Conditions of the Contract, the Specifications and Drawings,

AND

- c. to complete substantially all the work **on or before March 31, 2021.**

ARTICLE III.

The Minister undertakes and agrees as follows:

- a. To pay the Contractor in lawful money of Canada for the performance of the Contract:

and _____ /100 dollars (\$ _____)
subject to additions and deductions as provided in the General Conditions of the Contract.

- b. Based upon Applications for Payment submitted to the Minister's Representative by the Contractor and Certificates for Payment issued by the Minister's Representative, to make progress payments on account of the Contract Price to the Contractor as provided below and elsewhere in the Contract Documents.
- c. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- d. Provided an Application for Payment is received by the Minister's Representative not later than the first day of a month, the Minister shall make payment to the Contractor not later than the first day of the next month. If an Application for Payment is received by the Minister's Representative after the application date fixed above, payment shall be made by the Minister not later than 30 calendar days after the Minister's Representative receives the Application for Payment.

- e. Each Application for Payment shall be based upon the Schedule of Values - Document DC250-09 submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values - Document DC250-09 shall allocate the entire Contract Price among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Minister's Representative may require. This Schedule, unless objected to by the Minister's Representative, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- f. Applications for Payment shall indicate the percentage for completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- g. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values - Document DC250-09, less retainage of ten percent (10%). Pending final determination of cost to the Minister of changes in the Work, amounts not in dispute may be included even though the Contract Price has not yet been adjusted by Change Order.
 - .2 Add the portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Minister, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).
 - .3 Subtract the aggregate of previous payments made by the Minister.
 - .4 Subtract amounts, if any, for which the Minister's Representative has withheld or nullified.
- h. The progress payment amount determined in accordance with Article III, paragraph "g" shall be further modified under the following circumstances:
 - .1 Add, upon Substantial Performance of the Work, a sum sufficient to increase the total payments to ninety-seven and one-half percent (97.5%) of the Contract Price, less the retainage of ten percent (10%). The Substantial Performance holdback shall be payable five (5) days following the expiration of the lien period set out in the Builders' Lien Act, upon receipt of an application for payment from the Contractor and as certified by the Minister's Representative, except that the Minister may retain such sums necessary to satisfy any liens.

- .2 Add, where, sixty days after the date on which a contract is deemed to be Substantially Performed, services or materials remain to be supplied to complete the contract, the Minister shall retain a separate holdback equal to ten per cent of the price of the remaining services or materials as they are actually supplied under the contract, until all liens that may be claimed against the holdback have expired or have been satisfied or discharged in accordance with the Builders' Lien Act.
 - .3 Add, if Completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Article III, paragraph "I".
 - .4 Add, Subcontract Completion and Release of Holdback: where a Subcontract is certified complete, the Subcontract is deemed to have been completed on the date of the certification. Where, sixty days after the date that the Subcontract was certified complete, the Minister shall make payment of that portion of the holdback retained with respect to the Subcontract upon receipt of application for Payment from the Contractor on behalf of the Subcontractor, and, as certified by the Minister's Representative, if all liens that may be claimed against the holdback have expired or have been satisfied, discharged or vacated in accordance with the Builders' Lien Act.
- i If, on account of climatic or other conditions reasonably beyond the Contractor's control, there are items of Work that cannot readily be completed, the payment in full for the Work which has been completed shall not be delayed on account thereof, but the Minister may withhold a sufficient and reasonable sum until the uncompleted Work is finished and such as will adequately protect the Minister with respect to his responsibilities.
 - j. Final payment, constituting the entire unpaid balance of the Contract Price, shall be made by the Minister to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph .1 of GC16 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a Final Certificate for Payment has been issued by the Minister's Representative; such final payment shall be made by the Minister not more than five (5) days following the expiration of the lien period set out in the Builders' Lien Act, except that the Minister may retain such sums necessary to satisfy any liens..

ARTICLE IV.

The Contractor and the Minister for themselves, their successors, executors, administrators and assigns, hereby undertake and agree to the full performance of the covenants contained herein and in the General Conditions of the Contract (Design Build) and that this Agreement with the RFP, Instructions to Proponents, General Conditions of the Contract, Supplementary General Conditions of the Contract, the Specifications and Drawings constitute the Contract, and that the following is an exact enumeration of the Specifications and Drawings:

Refer to “List of Contents”.

ARTICLE V.

If and whenever the Minister desires to give notice to the Contractor under or in connection with this Agreement or the General Conditions of the Contract, such notice will be effectively given if sent by Registered Mail to the Contractor at:

and will be considered as having been so given at the time of the deposit thereof in the Post Office.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of

.....
Name of Witness (Please Print)

.....
Name of Contractor (Please Print)

.....SEAL.....
Signature of Witness

.....SEAL.....
Signature of Contractor

.....
Name of Witness (Please Print)

Honourable Lloyd Hines
.....
Name of the Minister of Transportation and Infrastructure Renewal

.....SEAL.....
Signature of Witness

.....SEAL.....
Signature of Minister of Transportation and Infrastructure Renewal

END

1. STANDARD FORM

- .1 The Province of Nova Scotia Department of Transportation and Infrastructure Renewal General Conditions of Contract for Design-Build Projects are part of this Specification, a copy of which is bound herein at the end of this document.
- .2 The General Conditions, including Supplementary Conditions - Document 00 73 00 and any further modifications, shall become part of the Contract and shall apply to all Contractors and Subcontractor.

END

**PROVINCE OF NOVA SCOTIA
DEPARTMENT OF
TRANSPORTATION AND INFRASTRUCTURE RENEWAL**

Page 2

**GENERAL CONDITIONS OF CONTRACT
(Design-Build)**

GC1	DEFINITIONS	GC22	IRREVOCABLE STANDBY LETTER OF CREDIT
GC2	DOCUMENTS	GC23	CHANGES IN WORK
GC3	DETAIL DRAWINGS AND INSTRUCTIONS	GC24	VALUATION OF CHANGES
GC4	COPIES FURNISHED	GC25	CLAIMS AGAINST CONTRACTOR
GC5	SHOP DRAWINGS	GC26	CERTIFICATES AND PAYMENTS
GC6	DRAWINGS AND SPECIFICATIONS ON THE WORK	GC27	PERMITS, NOTICES, LAWS AND RULES
GC7	OWNERSHIP OF DRAWINGS AND MODELS	GC28	PATENT FEES
GC8	SAMPLES	GC29	USE OF PREMISES
GC9	CONTRACTOR RESPONSIBILITIES FOR CONTROL OF WORK	GC30	CLEANING UP
GC10	MINISTER'S REPRESENTATIVE'S DECISIONS	GC31	CUTTING, PATCHING AND DIGGING
GC11	CONTRACTOR'S PERSONNEL	GC32	DELAYS
GC12	MATERIALS, APPLIANCES AND EMPLOYEES	GC33	MINISTER'S RIGHT TO DO WORK
GC13	INSPECTION & REVIEW OF WORK	GC34	MINISTER'S RIGHT TO TERMINATE CONTRACT
GC14	CORRECTION BEFORE FINAL PAYMENT	GC35	CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT
GC15	DEDUCTIONS FOR UNCORRECTED WORK	GC36	MUTUAL RESPONSIBILITY OF CONTRACTORS
GC16	CORRECTION AFTER FINAL PAYMENT	GC37	SEPARATE CONTRACTS
GC17	PROTECTION OF WORK AND PROPERTY	GC38	ASSIGNMENT
GC18	EMERGENCIES	GC39	SUB-CONTRACTS
GC19	WORKERS COMPENSATION ACT	GC40	RELATIONS OF CONTRACTOR AND SUBCONTRACTOR
GC20	INSURANCE	GC41	TAXES
GC21	GUARANTY BONDS	GC42	PROGRESS ESTIMATES
		GC43	APPLICATION FOR PAYMENT
		GC44	PAYMENT
		GC45	RELATIONSHIP OF MINISTER AND CONTRACTOR
		GC46	CONTRACTOR'S CONSULTANT LIABILITY INSURANCE

GC1 **DEFINITIONS**

The following Definitions shall apply to all Design-Build Contract Documents.

.1 The Contract

The Contract is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties.

.2 Contract Documents

The Contract Documents consist of those documents listed in ARTICLE IV OF THE AGREEMENT and subsequent amendments thereto made pursuant to the provisions of the Contract and agreed upon between the parties.

.3 Minister

The Minister is identified as such in the Agreement. The term Minister means the Minister of the Department of Transportation and Infrastructure Renewal or his authorized representative as designated to the Contractor in writing. Where the term “Owner” appears in the Contract it shall be read as “Minister”.

.4 Contractor

The Contractor is the person, firm or corporation identified as such in the Agreement. The term Contractor means the contractor or his authorized representative as designated to the Minister in writing.

.5 Subcontractor

A Subcontractor is a person, firm or corporation having a direct contract with the Contractor to perform a part or parts of the Work, or to supply products worked to a special design according to the Contract Documents, but does not include one who merely supplies products not so worked. The term Subcontractor includes the Contractor’s Consultant.

.6 Contractor’s Consultant

The Contractor’s Consultant is the person, firm or Corporation engaged by the Contractor to prepare the design, the drawings, the specifications, and to consult and interpret the performance of the Contract in accordance (on behalf of the Contractor) within the standard of their profession and within the scope of the services they have been engaged to provide.

.7 Supplier

One who furnishes material not worked to a special design.

.8 Other Contractor

Other Contractor means a person, firm or corporation employed by or having a separate contract directly or indirectly with the Minister for work other than that required by the Contract Documents.

- .9 **Project**
The Project means the total design and construction contemplated of which the Work may be the whole or a part.
- .10 **The Work**
The Work means the total design and construction and related services required by the Contract Documents.
- .11 **Place of Work**
The Place of the Work is the designated site or location of the Project of which the Work may be the whole or a part.
- .12 **Products**
Products means material, machinery, equipment and fixtures forming the Work but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work and normally referred to as construction machinery and equipment.
- .13 **Time**
(a) The Contract Time is the time stipulated in the Contract Documents for Substantial Performance of the Work.
(b) The date of Substantial Performance of the Work is the date certified as such by the Minister's Representative.
(c) Day means the calendar day.
(d) Working Day means days other than Saturdays, Sundays and holidays which are observed by the construction industry in the area of the Place of Work.
- .14 **Change in the Work**
Change in the Work means an addition, deletion, or other revision to the Work within the general scope of the Contract Documents.
- .15 **Extra Work**
Extra work means any work or service, the performance of which is beyond the general scope for the Contract Documents.
- .16 **Change Order**
A Change Order is a written instrument prepared by the Minister's Representative and signed by the Minister's Representative, with written recommendation from the Contractor stating their agreement upon all of the following:
- .1 A Change in the Work or Extra Work;
 - .2 the change in the Contract Price, if any;
 - .3 the change in the Contract time, if any.

.17 Change Directive

A Change Directive is a written order prepared and signed by the Minister's Representative, directing a Change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price or Contract time, or both. A Change Directive is used in the absence of total agreement necessary for a Change Order.

.18 Substantial Performance of the Work

Substantial Performance shall have been reached when the Work is ready for use or is being used for the purpose intended and when the work to be done under this Contract is capable of completion or correction at a cost of not more than two and one half percent of the contract price as so certified by the Minister's Representative.

.19 Completion of Work

Completion shall have been reached when the Work, including all deficiencies documented during the Substantial Performance Inspection have been corrected as so certified by the Minister's Representative.

.20 Completion of the Contract

Completion of the Contract shall have been reached when the work has been certified as being complete and any deficiencies documented during the specified warranty period have been corrected as so certified by the Minister's Representative.

GC2 DOCUMENTS

.1 Contractor's Consultant Drawings

.1 Each drawing and sketch issued by the Contractor's Consultant must be signed and sealed by an appropriate design professional prior to incorporation into the Work.

.2 Contract Documents.

.1 The Contract Documents shall be signed in duplicate by the Minister and Contractor.

.2 The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all.

.3 The intent of the Contract Documents is to include the design, labour, products and services necessary for the performance of the Work in accordance with these documents. It is not intended, however, that the Contractor shall supply products or perform work not consistent with, covered by or properly inferable from the Contract Documents.

.4 Descriptions of materials or Work in words which so applied have well known technical or trade meanings shall be held to refer to such recognized meanings.

- .5 References to Minister, Minister's Representative, Contractor, Subcontractor, Contractor's Consultant, supplier and manufacturer is referred to throughout the Contract Documents as if singular in number and masculine in gender; and shall be considered to include the feminine and the plural as the context requires.
- .6 In the event of conflicts between Contract Documents the following shall apply:
 - (a) Documents of later date shall govern.
 - (b) Figured dimensions shown on a Drawing shall govern even though they may differ from dimensions scaled on the same Drawing.
 - (c) Drawings of larger scale shall govern over those of smaller scale of the same date.
 - (d) Schedules shall rule over drawings.
 - (e) Specifications shall govern over Drawings and Schedules.
 - (f) The General Conditions shall govern over Specifications.
 - (g) Supplementary Conditions shall govern over the General Conditions.
 - (h) The executed Agreement between the Minister and Contractor shall govern over all documents.

GC3 DETAIL DRAWINGS & INSTRUCTIONS

- .1 The Contractor shall furnish to the Minister's Representative, for his review, all necessary drawings and specifications required for the performance of the Work.
- .2 The Minister's Representative shall furnish as necessary for the execution of the Work additional instructions, by means of Drawings or otherwise. All such additional instructions shall be consistent with the Contract Documents. The Work shall be executed in conformity therewith and the Contractor shall do no Work without such additional instructions. In giving such additional instructions, the Minister's Representative shall have authority to make minor changes in the Work, consistent with the intent of the Contract Documents.
- .3 The Contractor shall prepare a schedule, subject to change from time to time in accordance with the progress of the Work, fixing the dates at which the various detail Drawings will be required and the Contractor's Consultant shall furnish them in accordance with the schedule. Under like conditions, a schedule shall be prepared, fixing the dates for the submission of shop drawings, for the beginning of manufacture and installation of materials and for the completion of the various parts of the Work.

GC4 COPIES FURNISHED

- .1 In addition to the signed duplicates of the Contract Documents, the Minister's Representative shall furnish to the Contractor, free of charge, as many copies of all Contract Documents as are reasonably necessary for the proper execution of the Work.

GC5 SHOP DRAWINGS

- .1 The Contractor, and his appropriate Subcontractors, shall provide all design, production, approval, co-ordination and execution necessary for each shop drawing, include, but not limited to, work of the Contractor's Consultant(s) to requirements of Section 01 99 99 – Design Consultant Service Requirements.
- .2 The Contractor shall furnish to the Minister's Representative at proper times, all shop and setting drawings or diagrams which the Minister's Representative may deem necessary in order to make clear the Work intended or to show its relation to adjacent Work of other trades. The Contractor shall make any changes in such drawings or diagrams which the Minister's Representative may require consistent with the Contract and shall submit two copies of the revised prints to the Minister's Representative, one of which shall be returned to the Contractor and the other retained by the Minister's Representative. When submitting shop and setting drawings the Contractor shall notify the Minister's Representative in writing of changes made therein from the Contractor's Consultant's Drawings or Specifications.
- .3 The Minister's Representative's review, or lack of review, of such Drawings or of the revised Drawings shall not relieve the Contractor from responsibility for errors made by the Contractor therein. All models and templates submitted shall conform to the spirit and intent of the Contract Documents.

GC6 DRAWINGS & SPECIFICATIONS ON THE WORK

- .1 The Contractor shall keep one copy of all Drawings and Specifications on the Work, in good order, available to the Minister's Representative and his representatives.

GC7 OWNERSHIP OF DRAWINGS & MODELS

- .1 All Drawings, Specifications and copies thereof and all models furnished by the Minister's Representative are his property. They are not to be used on other Work and with the exception of the signed Contract Set of Drawings and Specifications, are to be returned to the Minister's Representative on request on the completion of the Work.

GC8 SAMPLES

- .1 The Contractor shall furnish for the Minister's Representative's approval such samples as he may reasonably require. The Work shall be in accordance with approved samples.

GC9 CONTRACTOR RESPONSIBILITIES FOR CONTROL OF THE WORK

- .1 The Contractor shall have complete control of the Work, including general supervision and direction of the Work, subject to GC11, of his organization; except as provided in GC18 – Emergencies. He shall effectively direct and supervise the Work using his best skill and attention. He shall be solely responsible for all design and construction means, methods, techniques, sequences, procedures and for coordinating all parts of the Work under the Contract, including all matters representing occupational health and safety of all persons on the project.
- .2 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance, and removal of temporary structural and other temporary facilities and the design and execution of construction methods required in their use. The Contractor shall engage and pay for registered architectural personnel, registered professional engineering personnel, skilled in the appropriate discipline to perform these functions where required by law, or by the Contract Documents, and in all cases where such facilities and their method of design and construction are of such a nature that architecture and/or professional engineering skill is required to produce safe and satisfactory results.

GC10 MINISTER'S REPRESENTATIVE'S DECISION

- .1 The Minister's Representative, any time before the Work has been completed and the final payment issued, shall decide on questions arising under the Contract Documents, as to whether the Work has been done as required by the Contract, or as to what the Contractor is required by the Contract to do and, in particular, without limiting the generality of the foregoing as to:
 - .1 The meaning of anything in the Contract documents.
 - .2 The meaning to be given to the Contract documents in case of any error herein, an omission therefrom or an obscurity of discrepancy in their wording or intention.
 - .3 Whether the quality or quantity of any material or workmanship meets the requirements of the Contract.
 - .4 Whether the plant materials or workmen provided by the Contractor for performing the Work and carrying out the Contract are adequate to ensure that the Work will be performed in accordance with the Contract and that the Contract will be carried out in accordance with its term.
 - .5 What quantity of any kind of Work has been completed by the Contractor.

- .6 The timing and schedule of the various phases of the performance of the Work.
- .2 The Contractor will construct the Work in accordance with the decisions and directions given under this section and in accordance with any consequential decisions and directions given.
- .3 The Contractor shall notify the Minister's Representative in writing immediately should he hold that a decision by the Minister's Representative is in error/or variance with the Contract Documents.

GC11 CONTRACTOR'S PERSONNEL

- .1 The Contractor shall keep on the Work, during its progress, a competent Site Superintendent and any additional named personnel, all satisfactory to the Minister's Representative. The site superintendent or additionally named personnel shall not be changed except with the consent of the Minister's Representative, unless they prove to be unsatisfactory to the Contractor and ceases to be in his employ. The site superintendent and named personnel shall represent the Contractor in his absence and directions on minor matters given to him shall be held to be given to the Contractor. Important directions shall be given in writing to the Contractor. The Contractor shall give efficient supervision to the Work, using his best skill and attention.

GC12 MATERIALS, APPLIANCES AND EMPLOYEES

- .1 Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labour, water, tools, equipment, light and power necessary for the execution of the Work.
- .2 Unless otherwise specified, all materials shall be new. Both workmanship and materials shall be of the quality specified.
- .3 The Contractor shall not employ on the Work any unfit person or anyone not skilled in the Work assigned him.

GC13 INSPECTION & REVIEWS OF WORK

- .1 The Minister or the Minister's Representative on his behalf and their representative shall at all times have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.

- .2 Where the Contract Documents, the Contractor's Consultant's documents, the Minister's Representative's instructions, laws, ordinances or any public authority require any Work to be specially tested or approved, the Contractor shall carry out such tests and obtain such approvals, unless specified otherwise. Additionally, the Contractor shall give the Minister's Representative timely notice of its readiness for the inspection and, of the date and time fixed for such inspection that he may make arrangements to attend, should he desire.
- .3 Reviews by the Minister's Representative shall be made promptly.
- .4 If any such Work should be covered up without approval or consent of the Minister's Representative, it must, if required by the Minister's Representative, be uncovered for examination and made good at the Contractor's expense.
- .5 Re-examination of questioned Work may be ordered by the Minister's Representative. If such Work be found in accordance with the Contract, the Minister shall pay the cost of re-examination and replacement. If such Work be found not in accordance with the Contract, through the fault of the Contractor, the Contractor shall pay such cost.
- .6 Inspections of the Work shall be performed by the Contractor's Consultant as outlined in Section 01 99 99 – Design Consultant Service Requirements.

GC14 CORRECTION BEFORE FINAL PAYMENT

- .1 The Contractor shall promptly remove from the premises all materials condemned by the Minister's Representative as failing to conform to the Contract, whether incorporated in the Work or not, and the Contractor shall promptly replace and re-execute his own Work in accordance with the Contract and without expense to the Minister and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.
- .2 If the Contractor does not remove such condemned materials or Work within the time fixed by written notice, the Minister may remove them and may store such materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within five days thereafter, the Minister may, upon ten days' notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all costs and any other costs and expenses that should have been borne by the Contractor.

GC15 DEDUCTIONS FOR UNCORRECTED WORK

- .1 If in the opinion of the Minister's representative it is not expedient to correct defective Work or Work not done in accordance with the Contract Documents, the Minister may deduct from the Contract price the difference in value between the Work as done and that called for by the Contract, the amount of which shall be determined in the first instance by the Minister's Representative.

GC16 CORRECTION AFTER FINAL PAYMENT

- .1 Neither the final certificate nor payment thereunder, nor any provision in the Contract Documents shall relieve the Contractor from responsibility for faulty materials or workmanship which shall appear within a period of one year from the date of Substantial Performance of the Work and he shall remedy any defects due thereto and pay for any damage to other Work resulting therefrom which shall appear within such period of one year. The Minister shall give notice of observed defects promptly. This article shall not be deemed to restrict any liability of the Contractor arising out of any law in force in the Province.

GC17 PROTECTION OF WORK & PROPERTY

- .1 The Contractor shall maintain continuously adequate protection of all his Work from damage and shall protect the Minister's property from all damage arising in connection with this Contract. He shall make good any such damage or injury, except such as may be directly due to errors in the Contract Documents. He shall protect adequately adjacent property as required by law and Contract Documents.

GC18 EMERGENCIES

- .1 The Minister's Representative has authority to stop the progress of the Work whenever in his opinion such stoppage may be necessary to ensure its proper execution. In an emergency affecting or threatening the safety of life or of the structure or of adjoining property, he has authority to stop the progress of the Work and make such changes and to order such Work extra to the Contract or otherwise as may in his opinion be necessary.

GC19 WORKERS COMPENSATION ACT

- .1 The Contractor shall furnish evidence of coverage under the Worker's Compensation Act, R.S.N.S. and a Clearance letter indicating the Contractor, Sub Contractor(s) and other Contractor(s) are in good standing.

GC20 **INSURANCE**

- .1 Contractor's liability insurance:
 - .1 The Contractor shall maintain such insurance and pay such assessments as will protect the Contractor and the Minister from claims under the Worker's Compensation Act and from any other claims for damages for bodily injury, sickness or disease, including death and from claims for property damage which may arise from operations under this Contract. The minimum limits of such insurance shall be not less than \$10,000,000 with respect to each occurrence or accident, on an occurrence (not claims made) basis.
 - .2 The liability insurance to be maintained by the Contractor shall include Commercial General Liability Insurance covering Premises and Operations Liability, elevators, broad form property damage, broad form automobile, owners and contractors protective, blanket contractual, personal injury, completed operations liability contingent employers liability, cross liability clause, non-owned automobile liability, and a 30-day notice of cancellation clause. Liability coverage of not less than \$5,000,000 is required with regard to operations of owned automobiles.
 - .3 All liability insurance policies shall be written in such terms as will fully protect the Contractor and the Minister as an additional insured.
 - .4 Prior to commencement of any Work hereunder, the Contractor shall file with the Minister a certified copy of each insurance policy and certificate required. All such insurance shall be maintained until Completion of the Work and acceptance of the Work including the making good of faulty Work or materials pursuant to GC16, except that coverage of completed operations liability shall in any event be maintained for twelve (12) months from date of Substantial Performance as certified by the Minister's Representative.

- .2 Comprehensive builder's risk coverage
 - .1 Prior to the commencement of any Work hereunder the Contractor shall maintain and pay for Broad Form (All Risks) Builders Risk Coverage in the joint names of the Minister and the Contractor totaling not less than 100% of the total value of the Work done and materials delivered on the site (contract value), so that any loss under such policies of insurance will be payable to the Minister and the Contractor as their respective interests appear. The Builders Risk Insurance shall include all materials related to the work while in transit or at other locations.
 - .2 Should a loss be sustained under the Builders Risk Coverage, the Contractor shall act on behalf of the Minister and Contractor for the purpose of adjusting the amount of such loss with the insurance companies. As soon as such adjustment has been satisfactorily completed, the Contractor shall proceed to repair the damage and complete the Work and shall be entitled to receive from the Minister in addition to any sum due under the Contract, the amount at which the Minister's interest has been appraised in the adjustment made with the insurance companies as referred to above, said amount to be paid to the Contractor as the Work of restoration proceeds. Any loss or damage which may occur shall not affect the rights and obligations of either party under the Contract except as aforesaid and except that the Contractor shall be entitled to a reasonable extension of time for the performance of the Work, as the Minister may decide.

- .3 Upon approval, and issue, by the Minister of the final certificate, the Contractor's obligation to maintain Builder Risk Insurance shall cease and the Minister shall assume full responsibility for insuring the whole of the Work against loss or damage.
- .4 Prior to commencement of work, file with the Minister a certified copy of each complete insurance policy or certification documents required. All such insurance shall be maintained until Substantial Performance of the contract
- .5 All insurance policies shall be endorsed to provide a minimum advance written notice of not less than 30 days in the event of cancellation, termination, or reduction in coverage or limits, such notice to be made by the Insurer to the Minister.
- .6 Any coverage in GC20 shall include permission by the insurer for incidental use/or occupancy in whole or in part by the Minister and/or intended occupant (NSHA) as required for the purpose of preparation for intended functional use/occupancy.
- .7 All insurance policies or certification documents shall specify coverage being applicable to this contract.
- .8 The Contractor shall not do or omit to do or suffer anything to be done or omitted to be done which will in any way impair or invalidate such policy or policies of insurance.

GC21 GUARANTY BONDS

- .1 The Contractor shall provide, within ten (10) days of the award of Phase 3 of the Contract a Performance Bond and a Payment Bond, each in the amount of fifty percent (50%) of the Fixed Construction Price sum, on the forms provided by and acceptable to the Minister, the cost to be included in the Fixed Construction Price. The Bonds shall guarantee the faithful performance of The Contract and payment of all obligations arising from The Contract. The General Contractor shall require Performance Assurance of the Subcontractors as set out in the Instructions to Proponents and otherwise comply with the requirements set out there in respecting security for Contract.

GC22 IRREVOCABLE STANDBY LETTER OF CREDIT

- .1 As an alternative to Guaranty Bonds (GC21), where the subcontract price is between \$100,000 and \$500,000, an Irrevocable Standby Letter of Credit may be provided as security for Performance, Labour and Material payment and warranty of the work. The Irrevocable Standby Letter of Credit shall be issued by a certified financial institution subject to the Uniform Customs and Practices for Documentary Credit (1993 Revision) International Chamber of Commerce (Publication No. 500), for a sum equal to ten percent (10%) of the Contract Price. The Irrevocable Standby Letter of Credit is to remain in effect for a period of not less than twelve (12) months after the issue of Substantial Performance Certificate by the Minister. Upon expiry of the Irrevocable Standby Letter of Credit, Supplemental Security in a form acceptable to the Minister shall be provided for work requiring extended warranties. Certified financial Institution is to endorse the Irrevocable Standby Letter of Credit in the name of the Her Majesty the Queen in the right of the Province of Nova Scotia as represented by the Minister of Transportation and Infrastructure Renewal. Include the cost of providing the Irrevocable Standby Letter of Credit in the contract price.

GC23 CHANGES IN WORK

- .1 The Minister or the Minister's Representative, without invalidating the Contract, may make changes by altering, adding to or deducting from the Work, the Contract Price being adjusted accordingly. All such Work shall be executed under the conditions of the Contract except that any claim for extension or reduction of time caused thereby shall be adjusted at the time of ordering such change.
- .2 Except as provided in GC18, no change shall be made unless in pursuance of a Change Order or Change Directive from the Minister and no claim for an addition to or deduction from the contract price shall be valid unless a Change Order or Change Directive is issued.
- .3 The Contractor shall notify the Sureties named in the Performance Bond and Payment Bond provided by it under this Contract of all such changes made in pursuance of a Change Order or Change Directive is issued from the Minister's Representative.

GC24 VALUATION OF CHANGES

- .1 The value of any change shall be determined in one or more of the following ways as determined by the Minister's Representative. Where Changes affect the Work of the Contractor and his Subcontractors, including the Contractor's Consultant:
 - (a) By estimate and acceptance in a lump sum, submitted with Subcontractors' and suppliers' signed quotations and breakdown estimates for material and labour. (i.e. Itemized materials lists and labour, including labour rates and number of hours to perform work).
For changes where the individual trade cost is anticipated to be less than \$1000, the requirement for the detailed cost breakdowns may be waived but individual trade quotation must be supplied.

- (b) By unit prices agreed upon or as listed in the contract.
 - (c) Cost of work and percentage or by cost and fixed fee.
 - (d) If appropriate breakdown is not provided as required above, the Minister will not be held responsible for costs of delay associated with this Work.
- .2 In cases of additional work to be paid for under method "C", the Contractor shall keep and present in such form as the Minister's Representative may direct, a correct account of the net cost of labour and materials, together with vouchers. In any case, the Minister's Representative shall certify to the amount due to the Contractor including the profit and overhead as described in the Schedule. Pending final determination of value, payments on account of changes shall be made on the Minister's Representative's certificate.

- .3 (a) In determination of method .1(a) or .1(c) above, the labour costs to be calculated by the actual estimated hours at an hourly rate determined as follows:

The hourly labour rate to be total payroll costs including hourly wage, statutory contributions to EI, WCB and CPP and other applicable labour burdens paid directly by the employer such as vacation pay, holiday pay, pension plan etc.

Such burdens shall be verified by submission of payroll evidence.

The Minister reserves the right to verify the payroll costs by independent audit. To the total payroll cost the following percentage factors will be recognized.

- small tools/expenditures 5% (on payroll costs)
- site supervision 5% (on payroll costs)

- (b) In determination of methods ".1a)" and ".1c)" above, the material costs to be calculated as follows:

Contractors net costs, including contractor discounts from suppliers, FOB the project site plus applicable taxes.

- (c) In determination of methods ".1a)" and ".1c)" above, equipment rental costs for major pieces of equipment required will be at local industry rates.

- (d) In determination of methods ".1a)" and ".1c)" above, overhead and fees shall be calculated as follows:

The cost of any authorized change shall be determined by the net total of labour

and material or equipment as outlined in .3(a), .3(b) and .3 c) above on which the percentage mark-up shall be determined as follows:

For Extras Up to \$5,000:

Subcontractors Own Work	- Overhead & Fee - 15% total
General Contractors Own Work	- Overhead & Fee - 15% total
General Contractor on Subcontractors Work	- 10% total

(No percentage markup shall be applied to deductions)

For Extras Above \$5,000:

Subcontractors Own Work	- Overhead & Fee - 10% total
General Contractors Own Work	- Overhead & Fee - 10% total
General Contractor on Subcontractors Work	- 8% total

(No percentage markup shall be applied to deductions)

- .4 Submit to the Minister's representative detailed breakdown of the hourly labour rate as defined in paragraph .3(a) of GC24.
- .5 Itemization of hourly labour rates including burdens shall be submitted on the Itemized Breakdown of Employee Hourly Labour Rate Form provided by the Minister.

GC25 CLAIMS AGAINST CONTRACTOR

- .1 The Contractor shall promptly pay for all labour, services and materials, in or about the construction of the Work. All payments for such purposes shall be made by the Contractor at least as often as payments are made by the Minister to the Contractor. Proof of payment to subcontractors and suppliers will be in the form of a statutory declaration provided by the General Contractor to the Minister. The Statutory Declaration, Standard Construction Document as provided in the RFP documents is to be used for the statutory declaration for this contract.
- .2 The Minister will maintain holdback funds in accordance with the Builders' Lien Act. The Builders' Lien Act provides that where the Province is the owner of a property the claims for lien may be served upon the Minister of Justice.
- .3 Before final settlement is made for Work done and materials furnished under the Contract or a subcontract, the Contractor shall produce and furnish evidence satisfactory to the Minister that the Work and all its parts are free and clear from all lawful claims for labour, workmanship, materials or otherwise. The Contractor shall indemnify and hold harmless the Minister and all his property from any and all kinds of claims accruing from labour and services performed and materials furnished, or otherwise, and any of the same, in or about said Work.

GC26 CERTIFICATES & PAYMENTS

- .1 Payments equal to percentage stipulated in the Agreement of the value of the Work done, as valued by the Minister's Representative, will be made to the Contractor monthly as the Work progresses on the written certificate of the Minister's Representative that the Work for or on account of which the certificate is granted has been duly executed to his satisfaction; stating the value of such Work as computed by him and said certificate shall be a condition precedent to the right of the Contractor to be paid the said percentage or any part thereof. No such monthly payment shall be construed to be an acceptance of any defective Work or improper materials.
- .2 Whenever the work of a Subcontract is finished according to the Plans and Specifications, the Subcontractor may apply for a Subcontract Completion Certificate. The work of the Subcontract will be reviewed by the Contractor and if the Contractor agrees that the work of the Subcontract is complete, the Contractor shall request of the Minister's Representative to review the work of the Subcontract. If the Subcontract is complete to the satisfaction of the Minister's Representative, and, with no remaining deficiencies, the Minister's Representative shall certify the Subcontract complete and the Minister shall issue the Subcontract Completion Certificate and post it in accordance with the Builders' Lien Act. The Subcontract is deemed to have been completed on the date of the certification which is also the start of the Lien period. At the expiration of the Lien period, the Contractor, on behalf of the Subcontractor shall make application for release of holdback in the form of an application for payment. If no liens exist, or, if all liens with respect to the Subcontract have expired or been satisfied, discharged or vacated in accordance with the Builders' Lien Act, the Minister may make payment of that portion of the holdback retained with respect to the Subcontract.
- .3 **Substantial Performance of the Work:** Whenever The Work is ready for use or is being used for the purpose intended, and, the work to be done under The Contract is capable of completion or correction at a cost of not more than two and one-half percent, the Contractor shall request of the Minister's Representative to perform a Substantial Performance inspection. If The Work is Substantially Performed to the satisfaction of the Minister's Representative, the Minister's Representative shall certify The Work Substantially Performed and will in issue the Substantial Performance Certificate and post it in accordance with the Builders' Lien Act. The Work will be deemed to have been completed on the date of the certification which will also start the Lien period. Upon expiration of the Lien period, the Contractor shall make application for release of the holdback in the form of an application for payment. Where, sixty days after the date on which the Contract is deemed to be Substantially Performed, no liens exist, or, if all liens with respect to the Contract have expired or been satisfied, discharged or vacated in accordance with the Builders' Lien Act, the Minister may release that portion of the holdback that is due at Substantial Performance in accordance with the Builders' Lien Act and shall retain a separate holdback equal to ten percent of the price of the remaining services or materials as they are actually supplied under the contract, until all liens that may be claimed against the holdback have expired or have been satisfied, discharged or vacated in accordance with the Builders' Lien Act.

- .4 Whenever the Work is finished according to the Plans and Specifications and to the satisfaction of the Minister's Representative, the Minister's Representative shall make and certify the final estimate for same. The Minister will then pay the Contractor the remainder which shall be found to be due, within thirty (30) days after the execution of said Final Certificate for Payment, excepting therefrom such sum(s) as may be lawfully deducted or retained under any of the provisions of the Contract or as necessary under the Builder's Lien Act. The Final Certificate for Payment of the Minister's Representative certifying the Completion of said Work to his entire satisfaction shall be a condition precedent to the right of the Contractor to receive or to be paid the balance due or any part thereof. The right is reserved by the Minister to reject the whole or any part of the Work, should said certificate be found to be inconsistent with the terms of the Contract or otherwise improperly given.
- .5 The Minister's Representative's progress certificates and the payment of progress estimates based upon the same shall not be construed as acceptance or approval of the Work, but only as temporary advances to the Contractor. He shall be bound, notwithstanding such progress estimates, to well and truly complete, finish and hand over in good condition, to the entire satisfaction of the Minister's Representative, by the time specified and in accordance with the terms and conditions of the Specifications, the whole of the Work included herein. All the percentage retained by the Minister shall be payable five (5) days following the expiration of the lien period set out in the Builders' Lien Act except that the Minister may retain such sums necessary to satisfy any liens.

GC27 PERMITS, NOTICES, LAWS & RULES

- .1 The Contractor shall obtain and pay for all necessary permits or licenses required for the execution of the Work (but this shall not include the obtaining of permanent easements or building permits).
- .2 The Contractor shall give all necessary notices and pay all fees required by law and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety and if the Specifications and Drawings are at variance therewith any resulting additional expense incurred by the Contractor shall constitute an addition to the Contract Price.

GC28 PATENT FEES

- .1 The Contractor shall pay all royalties and license fees and shall save the Minister harmless from loss on account of suits or claims which may arise by reason of the Work for infringement of patents.

GC29 **USE OF PREMISES**

- .1 The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the Minister's Representative and shall not unreasonably encumber the premises with his materials.
- .2 The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- .3 The Contractor shall enforce the Minister's Representative's instructions regarding signs, advertisements, fires and smoking.

GC30 **CLEANING UP**

- .1 The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by the employees or Work and at the completion of the Work he shall remove all his rubbish from and about the building and all his tools, scaffolding and surplus materials, leaving his Work broom clean or its equivalent, unless more exactly specified. In case of dispute, the Minister may remove the rubbish and charge the cost to the Contractor as the Minister's Representative shall determine to be just.

GC31 **CUTTING, PATCHING & DIGGING**

- .1 The Contractor shall do all cutting, fitting or patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by Work of other Contractors shown upon, or reasonably implied by, the Contract Documents and he shall make good after them, as the Minister's Representative may direct.
- .2 Any cost caused by ill-timed Work shall be borne by the party responsible therefor.
- .3 The Contractor shall not endanger any existing Work by cutting, digging or otherwise and shall not cut or alter the Work of any other Contractor save with the consent of the Minister's Representative.

GC32 **DELAYS**

- .1 If the Contractor is delayed in the completion of the Work by any act or neglect of: The Minister or Minister's Representative, any employee or either any other Contractor employed by the Minister, changes ordered in the Work, strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, any other cause of any kind whatsoever beyond the Contractor's control or by any cause within the Contractor's control which the Minister's Representative shall decide as justifying the delay, then the time of completion shall be extended for such reasonable time as the Minister's Representative may decide. The Contractor shall provide the Minister's Representative sufficient documentation substantiating the claim for delay at time of application, for each claim.
- .2 No such extension shall be made for delay occurring more than seven days before claim therefore is made in writing to the Minister's Representative, provided however that in the case of a continuing cause of delay, only one claim shall be necessary.
- .3 No claim for delay shall be allowed on account of failure by the Minister to furnish instructions until two weeks after demand for such instructions and not then unless such claim be reasonable.
- .4 The Minister's Representative shall not, except by written notice to the Contractor, or as provided in GC18, stop or delay any part of the main Contract Work pending decisions or proposed changes.
- .5 The Minister and the Contractor agree that, in the event that the Work, or portions of the Work, as identified in the Contract documents, are not completed by the required dates, the Minister will suffer damages which are very difficult to identify with precision because of the nature of the project. The Minister and the Contractor agree that a fair pre-estimate of the amount of set damages is \$1,000.00 per calendar day. Therefore, the parties agree that the Contractor shall pay to the Minister for each and every calendar day after the identified Substantial Performance date, the sum of \$1,000.00 per day, not having reached Substantial Performance, determined by the parties hereto to be liquidated damages, not a penalty. These damages will be deducted from the Contract amount.

GC33 **MINISTER'S RIGHT TO DO WORK**

- .1 If the Contractor should neglect to prosecute the Work properly or fail to perform any provision of this Contract, the Minister, after three days written notice to the Contractor and the Surety, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

GC34 MINISTER'S RIGHT TO TERMINATE CONTRACT

- .1 If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency or if he should, except in cases recited in Article GC33, refuse or fail to supply enough properly skilled workmen or proper materials after having received seven days' notice in writing from the Minister's Representative to supply additional workmen or materials, or if he should fail to make prompt payment to Subcontractors or for material or labour, or persistently disregard laws, ordinances or the instructions of the Minister's Representative, or otherwise be guilty of a substantial violation of the provisions of the Contract, then the Minister may, without prejudice to any other right or remedy, by giving the Contractor and the Surety written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the Work by whatever method he may deem expedient, but without undue delay or expense. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the Work, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Minister.
- .2 The Minister reserves the right to stop Work or terminate the Contract. In such cases, the Minister shall compensate the Contractor for all Work executed and any loss sustained upon any plant or material with reasonable profit and damages.

GC35 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- .1 If the Work should be stopped under an order of any court, or other public authority, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon three days' written notice to the Minister, stop Work or terminate this Contract and recover from the Minister payment for all Work executed and any loss sustained upon any plant or material with reasonable profit and damages.

GC36 MUTUAL RESPONSIBILITY OF CONTRACTORS

- .1 Should the Contractor suffer damage by any act, neglect or default of any other Contractor contracted by the Minister upon the Work, the Minister shall be responsible therefore, but shall be subrogated to the rights of the damaged Contractor against the Contractor causing the damages. The Contractor shall make his claim in writing against the Minister within seventy-two hours after the happening of the event causing such damage to the Contractor.

- .2 Should the Contractor cause damage to any other Contractor on the Work, the Contractor agrees, upon due notice, to settle with such other Contractor by agreement if he will so settle. If such other Contractor sues the Minister on account of any damage alleged to have been so sustained the Minister shall notify the Contractor, who shall defend such proceedings at his own expense and if any final order or judgement against the Minister arises therefrom, the Contractor shall be responsible and shall pay and satisfy it promptly together with all costs incurred by the Minister.

GC37 SEPARATE CONTRACTS

- .1 The Minister reserves the right to let other contracts in connection with the undertaking of which the Work is a part and the Contractor shall connect properly and coordinate his Work with that of other Contractors. If any part of the Contractor's Work depends for its proper execution or result upon the Work of another Contractor, the Contractor shall report promptly to the Minister's Representative any defects in the Work of such other Contractor as may interfere with the proper execution of the Contractor's Work. Should the Contractor fail so to inspect and report, he shall have no claim against the Minister by reason of the defective or unfinished Work of any other Contractor, except as to latent defects not reasonably noticeable at the time of the commencement of the Contractor's Work.

GC38 ASSIGNMENT

- .1 This Contractor shall not assign the Contract or assign any monies due or accruing under the Contract under any circumstances.

GC39 SUB-CONTRACTS

- .1 The Contractor agrees to supply the list of names of Subcontractors within 20 days of award of the Subcontract or prior to the Subcontractor doing any work, whichever occurs first.
- .2 The Contractor agrees that he shall not employ any Subcontractors to whom the Minister's Representative may reasonably object.
- .3 If the change of any name on such list is required by the Minister and the Work has to be awarded to a higher bidder, the Contract Price shall be increased by the difference between the two bids.
- .4 Any change in Subcontractors shall be confirmed in writing to the Minister for his approval.
- .5 Any change of any name on the Contractor's Consultant(s) personnel assigned to the Work shall be confirmed in writing to the Minister for his approval.

- .6 The Minister's Representative shall, on request, furnish to any Subcontractor, wherever practicable, evidence of the amounts certified to on his account.
- .7 The Contractor shall be held as fully responsible to the Minister for the acts and omissions of his Subcontractors and of persons directly or indirectly employed by them, as for the acts and omissions of persons directly employed by him.
- .8 In view of this responsibility for the acts and omissions of his Subcontractors, the Contractor shall not be obliged to employ as a Subcontractor any person or firm to whom he may reasonably object.
- .9 Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Minister.

GC40 RELATIONS OF CONTRACTOR & SUBCONTRACTOR

- .1 The Contractor agrees to bind every Subcontractor by the terms of the Contract Documents, as far as applicable to his Work.

GC41 TAXES

- .1 Harmonized Sales Tax
 - .1 The Province of Nova Scotia is not exempt for Harmonized Sales Tax (HST) purposes. As a result, the aggregate amount of the fee submission for Department contracts is subject to HST, however, prices submitted shall not include HST.
 - .2 The Contractor agrees he has not included in his fee submission, Harmonized Sales Tax on materials and services to be provided in connection with this Contract.
 - .3 The HST, payable by the Department, will be added as a separate item during the processing of progress payments and therefore HST will not appear as a cost in the aggregate amount of fee submission.
 - .4 The Contractor shall apply for an Input Tax Credit (ITC) for a portion of the HST paid in relation to the Contract to requirements of the Government of Canada.

GC42 PROGRESS ESTIMATES

- .1 Progress estimates must be submitted with each claim for payment, based upon the approved Schedule of Values for the various parts of the Work. Progress estimates must include the monthly OH&S summary, the verification of Contractors' performance plan update, and the statutory declaration for the second and all successive claims for payment.

- .2 All claims for material on site, but not installed, must be supported by supplier's invoices showing supplier's unit prices, including taxes. When material has been taken from Contractor's or Subcontractor's general stock on hand, they shall supply invoices priced at current cost prices without Contractor's or Subcontractor's profit.

GC43 APPLICATION FOR PAYMENT

- .1 Application for payment shall be as set out in the Form of Agreement between the Minister and the Contractor.

GC44 PAYMENT

- .1 Payment shall be as set out in the Form of Agreement between the Minister and the Contractor.

GC45 RELATIONSHIP OF MINISTER AND CONTRACTOR

- .1 The relationship between the Minister and Contractor shall be as set out in the form of agreement between the Minister and the Contractor.

GC46 COMPENSATION FOR SERVICES PERFORMED

- .1 If construction work of the project does not proceed due to a Fixed Construction Price quotation not accepted by the Minister, the Proponent shall be compensated for all services performed prior to the receipt of written notice from the Minister's Representative and proportionate to the phasing of compensation as detailed in the Schedule of Values approved by the Minister's Representative.

END

SUPPLEMENTARY CONDITIONS

The following supplements modify the "General Conditions of Contract". Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

1.1 GC1 - DEFINITIONS

- .1 Add Item 1.21 **CONTRACTOR START-UP PROGRAM** to read:

Contractor Start-up Program means that full set of pre-planned activities to be carried out by the Contractor after the Work is installed to test and inspect the Work, to start-up equipment and balance systems, to correct any deficiencies identified as a result of such activities, and in general, to demonstrate readiness for Substantial Performance of the Work.

- .2 Add Item 1.22 **PRE-CONSTRUCTION REPORT** to read:

Pre-Construction Report means a report requested by the Minister from the Contractor's Consultant before the project, or portion of the project, is constructed, which contains approvals of authorities having jurisdiction over the project, a description of the portion of the project, product data lists detailing construction materials and systems, and an updated project schedule.

- .3 Add Item 1.23 **SUB-CONSULTANT** to read:

Sub-consultant means professional engineers, architects, and special Consultants registered with the respective professional bodies of the Province of Nova Scotia and retained by the Contractor's Consultant to provide services for such disciplines as architecture, structural engineering, mechanical engineering, electrical engineering, environmental engineering, landscape design, occupational hygiene, and others to assist the Contractor's Consultant in preparing Contract Documents and the administration of the construction Contract.

- .4 Add Item 1.24 **VERIFICATION OF CONTRACTOR'S PERFORMANCE** to read:

Verification of Contractor's Performance means the full set of activities carried out by the Contractor's Consultant during all phases of the Work to ensure that the Contractor's Work is properly installed, tested and inspected in compliance with the Contract Documents, and to ensure that the design performance requirements for the Work are achieved.

2.1 GC7 OWNERSHIP OF DRAWINGS AND MODELS

- .1 Change title to **GC7 OWNERSHIP AND USE OF DOCUMENTS** and

**SUPPLEMENTARY
CONDITIONS**

change to read:

- .1 All drawings, specifications, reports, calculations and other documents prepared by the Contractor's Consultant are instruments of service and are the property of the Minister, whether The Work be executed or not. This assignment of copyright includes waiving of moral rights associated with the constructed design. It is the responsibility of the Contractor's Consultant to secure the copyright assignment and waiver of moral rights associated with The Work described in the Contract Documents from Contract Employees, Consultant, and Sub-consultant team members.
- .2 Add Item 2 To Read:
 - .2 The copyright shall be in accordance with Section 12 of the Copyright Act - R.S.C. 1985, c. C-42 which reads as follows:

“Without prejudice to any rights or privilege of the crown, where any work is, or has been prepared or published by or under the direction or control of Her Majesty or any government department, the copyright in the work shall, subject to any agreement with the author, belong to Her Majesty, and in that case, shall continue for the remainder of the calendar year of the first publication of the work and for a period of fifty years from the end of the calendar year.”

3.1 GC 11- CONTRACTOR'S PERSONNEL

- .1 Add new Paragraph GC11.2 to read:

The Contractor, the Site Superintendent designated above, and the Site Work Contractor's site superintendent shall ensure all sediment and erosion controls used on the project are in accordance with the “Erosion and Sedimentation Control Handbook for Construction Sites” (1988; DOEL) and Division 7 of the Standard Specification Highway Construction and Maintenance” (1997(R2002); TIR). The contractor shall carry out regular inspections of all erosion and sediment controls ensuring proper installations are maintained, especially prior to and after major storm events. All projects involving site work where erosion may be an issue, shall require that the contractor's full-time on-site foreman possess a Certificate of Training for successful completion of the Erosion and Sediment Control workshop offered by the Centre for Water Resource Studies (CWRS), Dalhousie University and TIR.
- .2 Add new Paragraph GC11.4 to read:

When working in the existing building, the Contractor shall have on site at all times one person trained with the identification of Hazardous Materials.

5.1 GC47 RIGHT OF CRITICISM

- .1 Add new **GC47 RIGHT OF CRITICISM** to read:

**SUPPLEMENTARY
CONDITIONS**

- .1 The Contractor's Consultant and its Sub-consultants shall admit to the right for professional architects and engineers in the Minister's employ to provide critiques on concepts and details prepared by the Contractor's Consultant and its Sub-consultants.
- .2 The Contractor's Consultant, before submitting construction documents for review by professional architects and engineers in the Minister's employ, will have the documents reviewed in-house (including a co-ordination review of sub-consultant documents) by a competent individual at "arms-length" from this project. This individual will ensure that his/her redlines are corrected and will sign the cover page of the construction documents submitted to the Minister's representative for review. Contractor's Consultant shall provide a resume or Curriculum Vitali for this individual, including proof of licensing for the Province of Nova Scotia.

6.1 GC48 ERRORS AND OMISSIONS

- .1 Add new GC48 to read:
 - .1 The Contractor's Consultant will execute free of charge or expense to the Minister any Work required of him resulting from errors or omissions by the Contractor's Consultants and/or its Sub-consultants, without prejudice to any claim the Minister may have against the Contractor's Consultant.

7.1 GC49 QUALITY CONTROL

- .1 Add new GC49 to read:
 - .1 The Contractor shall control the quality of the Work to meet the Contract requirements at all times. The Contractor shall prepare and implement a quality control plan acceptable to the Minister, that identifies, documents, tracks the status, and corrects all defects in a timely fashion, but in no case more than 28 days from the time that such defects were first documented.

END

APPENDIX B – SUBMISSION FORM

B.1 Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code / Zip Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	
Nova Scotia Registry of Joint Stock Number (Leave blank if NOT applicable):	
HST / GST Registration Number (Leave blank if NOT applicable):	
SIN # (only required if you do not have an HST/GST or NSRJST number):	

B.2 Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. By submitting a proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in the completed Fee Submission Form ([Appendix C](#)).

B.3 Pricing

The proponent has submitted its rates in accordance with the instructions in the RFP and in the Fee Submission Form ([Appendix C](#)). The proponent confirms that it has factored all of the provisions of [Appendix A](#), including insurance and indemnity requirements, into its pricing assumptions and calculations.

B.4 Mandatory Submission Requirements

The Proponent encloses as part of the proposal the mandatory submission requirements set out below:

FORM	INITIAL BELOW TO CONFIRM ENCLOSURE
Appendix B - Submission Form	
Appendix C - Fee Submission Form (separate submission)	
Appendix D1 Form	
Appendix D – Technical Submission Requirement	

B.5 Addenda

The proponent is deemed to have read and taken into account all addenda issued by the Province.

B.6 No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

B.7 Conflict of Interest

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Province in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under an agreement for the Deliverables, the proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the proposal; **AND** were employees of the Province within twelve (12) months prior to the Submission Deadline.

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

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

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

If the proponent declares an actual or potential Conflict of Interest by marking the box above YES, the proponent must set out below details of the actual or potential Conflict of Interest:

B.8 Proposal Irrevocable

The proponent agrees that its proposal shall be irrevocable for a period of Ninety (90) days following the Submission Deadline

B.9 Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Province to the advisers retained by the Province to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

B.10 Execution of Agreement

The proponent agrees that in the event its proposal is selected by the Province, it will finalize and execute the Agreement in the form set out in Appendix A to this RFP in accordance with the terms of this RFP.

Please enter your first and last name in the text box provided. By typing in your name, you are acknowledging that this is your signature and you have the authority to bind the proponent.

You agree you are signing this document electronically and agree that your electronic signature is the legal equivalent of your manual signature and that no further certification or third-party verification of your electronic signature is required in order to be legally binding. You also represent that you have the authority to bind the proponent.

Name of Proponent Representative

Title of Proponent Representative

Name of Organization

Date

END APPENDIX B

C.1 Instructions on How to Complete Fee Submission Form

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST.
- (b) The Fee Submission is to consist of the Fee Submission Form (Appendix C), completely filled out.
- (c) Proponents shall provide a fee as per below will be a single lump sum proposal as set out in the form of Agreement in Appendix A attached to the Ariba Event. This fee is to be all-inclusive, regardless of the actual time spent or personnel required compared to the proponent's estimate of requirements.
- (d) The contractor and consultants are expected to include all costs of office supplies, office equipment, communication, IT, administration, technical and overhead expenses including travel and the cost associated with professional presence on site during construction in the fee submission.

C.2 Fee Submission Form

C2.1 Proponent's Fee

The Proponent, as signed in Appendix B, agrees to provide all necessary equipment, tools, labour, incidentals and other means to complete the Work in accordance with the Agreement between the Province of Nova Scotia and the Proponent and agrees to accept, therefore, as payment in full for the delivery of all services as outlined in the Agreement for a fee amount excluding HST equal to:

_____ /100 Dollars (\$_____)(HST Excluded)

Contract price to be completed in written form on the lines provided above, with cents expressed as numerical fraction of a dollar. Contract price to be completed in numerical form on the line bounded by parenthesis above, with cents expressed as a decimal of a dollar. WHERE THERE IS A CONFLICT, WRITTEN WORD WILL GOVERN.

C2.2 Detailed Breakdown of Proponent's Fee

The Proponent are to breakdown their total fee indicated within C2.1 within the below table.

Note: Proponent is to ensure accuracy in reporting, the numbers above are to equal the base bid/total price, where discrepancies exist, the bid price will override breakdown numbers.

DETAILED BREAKDOWN

Deliverable	Cost (cdn \$)
Pre-Construction	
Utilities	
Excavation & Site Work	
Foundation	
Prefabricated Structure	
Roof & other Structural Elements	
Interior Enclosures	
Doors, Windows, Glazing, Operators	
Elevator	
Stairs & Wayfinding	
Building Envelop & Screening	
Fire Suppression	
Mechanical	
Electrical	
IT	
Security	
Interior Fit Up, Equipment, Wayfinding	
Landscaping	
Electric Vehicle Charging Station System	
Construction – Sub Total	
General Conditions	
Design Fees	
Contractor Fees, Estimating, Procurement	
TOTAL	

C2.3 Employee & Team Rates

The Proponent is to provide hourly rates. These rates will apply to any additional Work/changes to the contract.

Note: Proponents are to ensure hourly rates are all inclusive as stated in C.1.

Design Team	Rate / hour
Architect Senior Team Lead	
Architect	
Architectural Tech	
CAD Technician	
Engineer Senior Team Lead	
Engineer	
Engineer Technician	
Construction Team	
Project Manager	
Project Coordinator	
Project Superintendent	
Carpenter	
Laborer	
Apprentice	

END OF APPENDIX C

EVALUATION CRITERIA INSTRUCTIONS

- This document sets out two (2) headings with related sub-headings which will be used by the evaluators as the framework for scoring the Technical Submission of each respondent.
- Bulleted responses are not only allowed, but also encouraged.
- Ensure all required information is provided. Points may be deducted for missing or incomplete information.
- As part of the D1 Submission, Appendix D1 is to be completed and included within your Technical Submission.
- Page Count Limits are included within each subsection of this Appendix.

D1 - PROJECT EXPERIENCE:

1.1 GENERAL CONTRACTING COMPANY EXPERIENCE: demonstrate an understanding of the detail and quality of the project as outlined in the scope of work, and all technical aspects of the project.

1. **PROJECTS (Design-Build):** List three (3) design-build project undertaken within the last ten (10) years by the General Contractor that demonstrates the company's general contracting experience with the design-build delivery method on construction projects with a value greater than \$10,000,000. Include the following:
 1. Project name, project budget versus final cost (include explanation of variance), project schedule versus actual schedule (include explanation of variance), prime consultant firm, client company name including contact name and phone number.
 2. Provide both a graphic representation and a description of the project. The project should showcase your team's current trends, as well as your ability to bring a project to successful completion.
 3. Highlight any innovations or features that demonstrate your team's design abilities with respect to achieving design goals and the demands of the design build approach as related to this project.

Note: Two (2) page maximum description per project.

Projects that are with a similar project complexity will receive a higher point value.

2. Proposed General Contracting Company Team Members Experience:

1. **Project Manager:** The Project Manager should have a minimum of twelve (12) years' experience in the role of Project Manager and extensive experience working on institutional, parking and/or hospital projects or other construction projects of \$10,000,000.00 in value or greater. This person will be the main point of contact for the entire project and the team throughout design and construction and excel in

working with multiple stakeholders and on projects with demanding schedules.

Include the following:

1. Include a CV as part of your submission and provide a description of their experience in this role. List project examples complete with project name, construction value, and completion date.
2. Highlight any additional experience or training that this person has had which may be of benefit in their role on this project.

Note: Two (2) page maximum.

Project Managers who meet the minimum years of experience with similar project complexity will receive a higher point value.

2. **Site Superintendent:** The Site Superintendent should have a minimum of twelve (12) years' experience in the role of Site Superintendent and extensive experience working on institutional, parking and/or hospital projects or other construction projects of \$10,000,000.00 in value or greater. Include the following:
 1. Include a CV as part of your submission and provide a description of their experience in this role. List project examples complete with project name, construction value, and completion date.
 2. Highlight any additional experience or training that this person has had which may be of benefit in their role on this project.

Note: Two (2) page maximum.

Site Superintendents who meet the minimum years of experience with similar project complexity will receive a higher point value.

3. **Contractor's Project Coordinator:** The Contractor's Project Coordinator should have a minimum of five (5) years' experience in the role of Contractor's Project Coordinator. This person must have previously worked on similarly sized projects. Include the following:
 1. Include a CV as part of your submission and provide a description of their experience in this role. List project examples complete with project name, construction value, and completion date.
 2. Highlight any additional experience or training that this person has had which may be of benefit in their role on this project.

Note: Two (2) page maximum.

The Contractor's Project Coordinator who meet the minimum years of experience with similar project complexity will receive a higher point value.

4. **Precast Sub-Contractor's Lead:** Precast Sub-Contractor's Lead should have a minimum of ten (10) years' experience in the role of Precast Sub-Contractor's Lead. This person must have previously worked on similarly sized projects. Include the following:

1. Include a CV as part of your submission and provide a description of their experience in this role. List project examples complete with project name, construction value, and completion date.
2. Highlight any additional experience or training that this person has had which may be of benefit in their role on this project.

Note: Two (2) page maximum.

Precast Sub-Contractor's Leads who meet the minimum years of experience with similar project complexity will receive a higher point value.

1.2 CONTRACTOR'S CONSULTANT FIRM(S) EXPERIENCE:

1. **URBAN DESIGN/STREETSCAPE/ PEDESTRAIN REALM** List and/or describe a previous project within the last ten (10) years with similar complexity undertaken by the Contractor's Consultant firm that demonstrates the company's experience in street scape design, landscaping, urban tree promotion and enhancing the quality and finish of the pedestrian realm along streets similar to Summer Street. Include the following:

1. Project name, project budget, subconsultant team (firm names only), general contractor firm name, client company name including contact name and phone number.
2. Provide both a graphic representation and a description of the project. The project should showcase your team's current trends, as well as your ability to bring a project to successful completion.
3. Highlight any innovations or features that demonstrate your team's design abilities with respect to achieving design goals and the demands of the design build approach as related to this project.

Note: Two (2) page maximum description per project.

Projects that are with a similar project complexity will receive a higher point value.

2. **PUBLIC OUTDOOR SPACES** List and/or describe a similar previous project undertaken by the Contractor's Consultant firm within the last ten (10) years that demonstrates the company's experience in landscape and urban design creating exterior public spaces for program use and public use. Include the following:

1. Project name, project budget, subconsultant team (firm names only), general contractor firm name, client company name including contact name and phone number.
2. Provide both a graphic representation and a description of the project. The project should showcase your team's current trends, as well as your ability to bring a project to successful completion.
3. Highlight any innovations or features that demonstrate your team's design abilities

with respect to achieving design goals and the demands of the design build approach as related to this project.

Note: Two (2) page maximum description per project.

Projects that are with a similar project complexity will receive a higher point value.

3. **FORM MATERIAL CONSTRUCTABILITY:** List and/or describe one similar previous project undertaken by the Contractor's Consultant firm that demonstrates the innovative use of materials and sculptural facades elements. Include the following:
1. Project name, project budget, subconsultant team (firm names only), general contractor firm name, client company name including contact name and phone number.
 2. Provide both a graphic representation and a description of the project. The project should showcase your team's current trends, as well as your ability to bring a project to successful completion.
 3. Highlight any innovations or features that demonstrate your team's design abilities with respect to achieving design goals and the demands of the design build approach as related to this project.

Note: Two (2) page maximum description per project.

Projects that are with a similar project complexity will receive a higher point value.

4. **Proposed Contractor's Consultant Firm(s) Team Members Experience:**

1. **Architectural Design Team Lead:** The Architectural Design Team Lead (DTL) is responsible to oversee and coordinate the work of their design team. The DTL should have a minimum of ten (10) years' experience in the role. List the name of the DTL and provide a description of their experience in this role on institutional, parking and/or hospital projects. Include the following:
 1. Include a CV as part of your submission and provide a description of their experience in this role. List project examples complete with project name, construction value, and completion date.
 2. Highlight any additional experience or training that this person has had which may be of benefit in their role on this project.

Note: Two (2) page maximum.

Architectural Design Team Leads who meet the minimum years of experience with similar project complexity will receive a higher point value.

2. **Structural Design Team Lead:**The Structural Design Team Lead is responsible to oversee and coordinate the work of their design team. The Structural Design Team Lead should have a minimum of ten (10) years' experience in the role. List the name of the Structural Design Team Lead and provide a description of their experience in this role on institutional, parking and/or hospital projects. Include the

following:

1. Include a CV as part of your submission and provide a description of their experience in this role. List project examples complete with project name, construction value, and completion date.
2. Highlight any additional experience or training that this person has had which may be of benefit in their role on this project.

Note: Two (2) page maximum.

The Structural Design Team Leads who meet the minimum years of experience with similar project complexity will receive a higher point value.

3. **Civil Team Lead:** The Civil Design Team Lead is responsible to oversee and coordinate the work of their design team. The Civil Team Lead should have a minimum of ten (10) years' experience in the role. List the name of the Design Team Lead and provide a description of their experience in this role on institutional, parking and/or hospital projects. Include the following:
 1. Include a CV as part of your submission and provide a description of their experience in this role. List project examples complete with project name, construction value, and completion date.
 2. Highlight any additional experience or training that this person has had which may be of benefit in their role on this project.

Note: Two (2) page maximum.

The Civil Team Leads who meet the minimum years of experience with similar project complexity will receive a higher point value.

4. **Electrical Design Team Lead:** The Electrical Design Team Lead is responsible to oversee and coordinate the work of their design team. The Electrical Design Team Lead should have a minimum of ten (10) years' experience in the role. List the name of the Electrical Design Team Lead and provide a description of their experience in this role on institutional, parking and/or hospital projects. Include the following:
 1. Include a CV as part of your submission and provide a description of their experience in this role. List project examples complete with project name, construction value, and completion date.
 2. Highlight any additional experience or training that this person has had which may be of benefit in their role on this project.

Note: Two (2) page maximum.

The Electrical Design Team Leads who meet the minimum years of experience with similar project complexity will receive a higher point value.

5. **Mechanical Design Team Lead:** The Mechanical Design Team Lead is responsible to oversee and coordinate the work of their design team. The Mechanical Design Team Lead should have a minimum of ten (10) years'

experience in the role. List the name of the Mechanical Design Team Lead and provide a description of their experience in this role on institutional, parking and/or hospital projects. Include the following:

1. Include a CV as part of your submission and provide a description of their experience in this role. List project examples complete with project name, construction value, and completion date.
2. Highlight any additional experience or training that this person has had which may be of benefit in their role on this project.

Note: Two (2) page maximum.

The Mechanical Design Team Leads who meet the minimum years of experience with similar project complexity will receive a higher point value.

6. **Landscape Design Team Lead:** The Landscape Design Team Lead is responsible to oversee and coordinate the work of their design team. The Landscape Design Team Lead should have a minimum of ten (10) years' experience in the role. List the name of the Design Team Lead and provide a description of their experience in this role on institutional, parking and/or hospital projects. Include the following:
 1. Include a CV as part of your submission and provide a description of their experience in this role. List project examples complete with project name, construction value, and completion date.
 2. Highlight any additional experience or training that this person has had which may be of benefit in their role on this project.

Note: Two (2) page maximum.

The Landscape Design Team Leads who meet the minimum years of experience with similar project complexity will receive a higher point value.

7. **Signage & Wayfinding:** The Signage & Wayfinding Design Team Lead is responsible to oversee and coordinate the work of the signage and wayfinding design team. List the name of the Design Team Lead and provide a description of their experience in this role on institutional, parking and/or hospital projects. Include the following:
 1. Include a CV as part of your submission and provide a description of their experience in this role. List project examples complete with project name, construction value, and completion date.
 2. Highlight any additional experience or training that this person has had which may be of benefit in their role on this project.

Note: Two (2) page maximum.

The Signage & Wayfinding Design Team Leads who have demonstrated years of experience with similar project complexity will receive a higher point value.

8. **Elevator Consultant:** The Elevator Consultant is responsible to oversee and

coordinate the work of the design team. List the name of the Elevator Consultant and provide a description of their experience in this role on institutional, parking and/or hospital projects. Include the following:

1. Include a CV as part of your submission and provide a description of their experience in this role. List project examples complete with project name, construction value, and completion date.
2. Highlight any additional experience or training that this person has had which may be of benefit in their role on this project.

Note: Two (2) page maximum.

The Elevator Consultant who have demonstrated years of experience with similar project complexity will receive a higher point value.

D2 - SCHEDULE:

1. It is required that the contractor prepare a detailed construction schedule, to illustrate milestones and communicate to the project team and stakeholders. The schedule will need to be updated regularly and produced in different formats and levels of detail.
2. The Contractor should include an example of a Project Schedule and Work Plan demonstrating their approach and understanding of the project requirements and scope of work. Gant chart and task charts are acceptable.

Note: Maximum page count of four (4) pages assuming 8.5x11.

D3 – POST AWARD SUBMISSION REQUIREMENTS:

The following post award submission requirements will be obtained by the successful proponent prior to award:

1. The Successful Proponent must have an active account with the N.S. Workers' Compensation Board and will be required to submit copies of the following prior to Contract award:
 1. Safety Certificate: A safety certificate issued by an occupational health and safety organization approved by the Workers' Compensation Board, or a valid letter of good standing from an occupational health and safety organization approved by the WCB. For a list of Workers' Compensation Board approved audit service providers, see www.wcb.ns.ca
 2. Workers' Compensation Coverage: Evidence of an account with the Workers' Compensation Board, coverage under the Workers' Compensation Act, R.S.N.S. and a Clearance letter indicating the bidder is in good standing.
 3. The Contractor shall also provide within twenty (20) days of award of contract, a copy of the above submissions provided by each Subcontractor to the General

Contractor.

2. Apprenticeship Program
 1. The Department of Transportation and Infrastructure Renewal supports the Nova Scotia Apprenticeship Program and in an effort to increase employer participation in apprenticeship development, only contractors who are engaged in the apprenticeship system will be eligible for award of Contract. To be eligible for award of
 2. Contract by DTIR, the General Contractor will be required to submit within 48 hours of a request, either a Letter of Engagement or a Letter of Exemption issued by Nova Scotia Apprenticeship Agency as a pre-award submission.
 3. Within twenty (20) days of award of a contract, the General Contractor must submit either a Letter of Engagement or a Letter of Exemption issued by Nova Scotia Apprenticeship Agency for Subcontractors engaged in work within a designated trade as defined in the Apprenticeship and Trades Qualifications Act where their portion of the construction work exceeds \$100,000. If documentation is not supplied within twenty (20) days of award for required Subcontractors, the Subcontractor may be deemed non-compliant and not acceptable to DTIR.
 4. The Nova Scotia Apprenticeship Agency is committed to responding to requests within 5 days. However, if proponents need to register an apprentice to meet the requirements, please contact the Agency at apprenticeship@novascotia.ca.
 5. For information on the Apprenticeship program, visit their website at: <http://www.nsapprenticeship.ca/>
3. Nova Scotia Health Authority Pledge of Confidentiality:
 1. Initial Submission: To be eligible for award of Contract by DTIR, the General Contractor will be required to submit within 48 hours of a request, completed copies of forms titled “NOVA SCOTIA HEALTH AUTHORITY PLEDGE OF CONFIDENTIALITY”, for the following personnel:
 1. General Contractor’s Site Superintendent
 2. General Contractor’s Project Manager
 3. General Contractor’s Project Coordinator
 2. Subsequent Submissions:
 1. ALL members of your organization including sub-contractors and all other agents performing duties within a NSHA facility or on a NSHA campus, must complete and submit “NOVA SCOTIA HEALTH AUTHORITY PLEDGE OF CONFIDENTIALITY” forms prior to arrival on site.
 2. General Contractor will be responsible at all times during the Work of the Project, to collect and maintain on site, and supply to Minister upon request, original signed copies of “NOVA SCOTIA HEALTH AUTHORITY PLEDGE OF CONFIDENTIALITY”
 3. The Form is provided as Appendix D2, titled “APPENDIX “D2 – PRIVACY AND CONFIDENTIALTY FORM”

END

**PROVINCE OF NOVA SCOTIA
DEPARTMENT OF
TRANSPORTATION AND INFRASTRUCTURE RENEWAL**

APPENDIX D1

LIST OF PERSONNEL & CONSULTANTS

Design & Construction Services
QEII New Generation Project
Summer Street Parkade
Dept. Job No. F01-113-01-04E

Page 1
January 20, 2020

CONTRACTOR'S PERSONNEL

Project Manager: _____
Site Superintendent: _____
Project Coordinator: _____
Excavation Contractor _____
Excavation Contractor Lead _____
Precast Contractor _____
Precast Coordinator: _____
Electrical Contractor _____
Electrical Sub-Contractor Lead _____
Mechanical Contractor _____
Mechanical Sub-Contractor Lead _____
Civil Contractor Lead _____
Civil Sub-Contractor Lead _____
Landscape Contractor _____
Landscape Contractor Lead _____

CONSULTANTS

ARCHITECTURAL:
Architectural Design Lead: _____
Architectural Contract Administrator: _____
STRUCTURAL ENGINEERING:
Structural Engineering Lead: _____
Structural Contract Administrator: _____
CIVIL ENGINEERING:
Civil Engineering Lead: _____
Civil Contract Administrator: _____
ELECTRICAL ENGINEERING:
Electrical Engineering Lead: _____

**PROVINCE OF NOVA SCOTIA
DEPARTMENT OF
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Summer Street Parkade
Dept. Job No. F01-113-01-04E

Page 2
January 20, 2020

Electrical Contract Administrator: _____

MECHANICAL ENGINEERING: _____

Mechanical Engineering Lead: _____

Mechanical Contract Administrator: _____

LANDSCAPE DESIGN: _____

Landscape Lead: _____

SIGNAGE & WAYFINDING DESIGN: _____

Signage & Wayfinding Lead: _____

ELEVATOR CONSULTANT _____

Elevator Installation Lead: _____

Submitted by:

END



APPENDIX D2 – NOVA SCOTIA HEALTH AUTHORITY PLEDGE OF CONFIDENTIALITY

I pledge to keep confidential any information obtained during the performance of my duties at the Nova Scotia Health Authority (NSHA), whether as an employee or an associate¹. I understand that confidential information includes, but is not limited to, information relating to:

- Patients (such as health records, conversations, registration information, financial history, etc.);
- NSHA employees and other associates (such as employee records, disciplinary action, etc.);
- NSHA business information (such as contracts, memos, peer review information, etc.).

I agree that I will read and comply with NSHA's policies on privacy, confidentiality and security of confidential information. If I require help in retrieving or understanding these policies, I will seek help from my manager or NSHA's Privacy Office.

I also understand and agree that:

- I will collect, access, use and disclose confidential information on a "need to know basis" only, and only the minimum amount required, as required for my role or as required by law. I will not communicate confidential information either within or outside NSHA, except to persons authorized to receive such information.
- I will not access the confidential information of family, friends, co-workers or any other individual, unless they are under my direct care or I need to as part of my official duties at NSHA.
- I will only access my own personal health information in the custody or control of NSHA through the method approved for the public in the Release of information from the Health Record policy.
- I am responsible for protecting my passwords to electronic information systems, including my computer. I will not share my passwords with anyone. I am responsible for all actions performed when the electronic information system has been opened or accessed using my password.
- I will access, process and transmit confidential information using only authorized hardware, software, or other authorized equipment.
- I shall not remove confidential information from NSHA premises except as authorized. In transit, I shall securely store the information and ensure it is in my custody and control at all times.
- I will not alter, destroy, copy or interfere with confidential information, except with authorization and in accordance with NSHA policies and procedures.
- I shall immediately report all incidents involving loss, theft or unauthorized access to confidential information to my immediate supervisor and to NSHA's Privacy Office.
- I understand that the NSHA will conduct regular audits to ensure confidential information is protected against unauthorized access, use, disclosure, copying, modification or disposal.

I further understand that any breach of my duty to maintain confidentiality or any breach of the above provisions of this pledge may result in corrective action up to and including significant disciplinary action. Action taken may include, but is not limited to: retraining, loss of access to systems, suspension, reporting my conduct to a professional regulatory body or sponsoring agency, restriction or revocation of privileges, and immediate dismissal.

I understand and agree to abide by the conditions outlined in this agreement, and they will remain in force even if I cease to be employed by or have an association with NSHA.

I also confirm that I have completed the required privacy education as directed by the organization.

Name of Employee/Student/Volunteer /Associate (1) (PLEASE PRINT)

Signature of Employee/Student/Volunteer /Associate

Date

Signature of Witness

- (1) Associates means learners/students, physicians, volunteers, NSHA Board members, contractors, and other authorized representatives or agents.

[END OF APPENDIX D2]

The following is a proposed schedule for the design and construction of Summer Street Parkade and is for reference only. Please note that the selected Design Build team will finalize the schedule and budget and submit it to the Project Manager for review. The Design Build team, having established a reasonable schedule acceptable to them, shall follow and maintain the schedule for the duration of the project while maintaining the substantial completion date.

DESIGN AND CONSTRUCTION ACTIVITIES		
Item No.	Item Description	Date Completed
1	Award and Start-up	TBD
2	Design Development Drawing Submission	TBD
3	Construction Document Drawing Submission	TBD
4	Construction Begins	May 1, 2020
5	Substantial Completion (Commences Warranty Year)	March 31, 2021
6	Warranty Year Ends	March 31, 2022

NOTE: Proponents are to coordinate the below table with Appendix D Technical Submission for full description of Technical Submission requirements.

Rated Criteria Category	Weighting (Per Section)	Weighting (Per Item)	Minimum Threshold
D1 PROJECT EXPERIENCE	50		
D1.1 General Contractor Experience		25	
D1.2 Consultant Experience		25	
D.2 Schedule	20		
Subtotal A	70		49
Total Technical Score	70		
C.2.1 Pricing	30		
Total Weighting	100		