



ST. CLAIR CATHOLIC
DISTRICT SCHOOL BOARD

Lighting the Way ~ Rejoicing in Our Journey

**REQUEST FOR PROPOSALS
FOR
ARCHITECTURAL SERVICES for
CHATHAM ELEMENTARY SCHOOLS CONSOLIDATION PROJECT
PHASE 1**

RFP #: CP1901

ISSUE DATE: JULY 26, 2017

DUE DATE: AUGUST 17, 2017 at 4:30:00 p.m., Local Time

Mailing Address:
Mr. Tony Prizio
Purchasing Department
St. Clair Catholic District School Board
420 Creek Street
Wallaceburg, ON
N8A 4C4

Part 1: INTRODUCTION

1.1 Architectural Services

The St. Clair Catholic District School Board is seeking a firm to provide all of the necessary materials, equipment and labour to provide all architectural services outlined in the attached RFP document.

The RFP contains the following sections and appendices:

Part 1:	Introduction
Part 2:	RFP Process and Submission Instructions
Part 3:	Criteria for Evaluation and Awarding RFP
Part 4:	Scope
Part 5:	Required Written Submission
Appendix A:	Agreement to Contract
Appendix B:	Fee Schedule
Appendix C:	Draft Professional Services Agreement
Appendix D:	Architect's Services and Client Responsibilities
Appendix E:	Project Schedule

1.2 Project Overview

The objective of this Request for Proposal ("RFP") is to select an architectural team to provide the Scope of Services described herein in accordance with the terms and conditions outlined in this RFP. The successful Proponent (the "Architect") shall provide architectural and design services for the Project described herein.

The St. Clair Catholic District School Board ("Board") is proposing to construct a new two-story elementary school and childcare center located in the City of Chatham. The Project is expected to proceed immediately with an overall construction budget of \$ 10.0 M. Construction is expected to start in the spring of 2018, and substantial completion is to occur by July 1, 2019.

1.3 Background

The Board currently has 26 elementary schools, 2 secondary schools and an administrative office.

The Board proudly serves over 8,500 students within the County of Lambton and the Municipality of Chatham Kent.

In 1998, the St. Clair Catholic District School Board was created through the amalgamation of the former Kent County Roman Catholic Separate School Board and the former Lambton County Roman Catholic Separate School Board.

1.4 Definitions

"Closing Time", means the Proposal submission date and time as set out on the cover page of this RFP.

"Days", means calendar days.

"Proponent", means an entity that submits a proposal in response to this RFP and, in respect of the period prior to the RFP Closing Time, as the context may suggest, refers to a potential Proponent.

"Architect", means any person, firm or organization, as the case may be, that has been awarded the contract to perform work as outlined within this RFP.

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“Architectural Selection Committee”, may be comprised of the Executive Superintendent - Corporate Services & Treasurer, the Board’s project lead and staff from the Board’s Facility Services department. The Board reserves the right to change the members of the Architectural Selection Committee as it requires.

“User Committee”, may be comprised of the Executive Superintendent - Corporate Services & Treasurer, Superintendent of Education, principal and staff, the Board’s project lead and staff from the Board’s Facility Services department. The Board reserves the right to change the members of the User Committee as it requires.

“Board Project Lead”, shall have the same meaning as Project Manager.

“FDK”, means Full-day Kindergarten.

Part 2: RFP PROCESS AND SUBMISSION INSTRUCTIONS

2.1 RFP Schedule

For the purposes of this RFP, the Board has established the following timing deadlines for the completion of the RFP Process.

Schedule	Date & Time
1. RFP Issue	July 26, 2017
2. Last day to submit questions and request clarification (Question Close)	August 14, 2017, 2:00 p.m. ET
3. Closing Date and Time	August 17, 2017, 4:30 p.m. ET

2.2 Procurement Contact Name

Tony Prizio, Procurement Specialist
St. Clair Catholic District School Board
420 Creek Street
Wallaceburg, ON
N8A 4C4
Tel: 519.627.6762 Ext. 10256
Email: tony.prizio@st-clair.net

2.3 Acceptance of Terms

The submission of a proposal by each Proponent represents that the Proponent has read and completely understands, and accepts all provisions contained in this RFP. Any proposal that has alternative terms and conditions to those contained herewith may be considered a counter offer to the Boards’ request and may be rejected.

2.4 Submission of Proposals

One original and 4 copies of the written submission must be received in a sealed envelope/package by the closing date and time as stated in the RFP document, and should have the following marked on the outside of the envelope:

- **Written Submissions**
- Proposal title and number

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- Proponent's name and address

The Fee Schedule (one original, no additional copies) shall be submitted in a separate sealed envelope and should clearly have the following marked on the outside of the envelope:

- **Fee Schedule**
- Proposal title and number
- Proponent's name and address

Submissions should be addressed to: **Tony Prizio, Procurement Specialist**
St. Clair Catholic District School Board
420 Creek Street
Wallaceburg, ON N8A 4C4

Submissions must be clearly marked "**RFP CP1901**" on the outside of a sealed envelope/package.

Submissions not clearly marked may be disqualified.

Fax or electronic delivery will not be accepted.

2.5 Withdrawal of Proposals

A Proponent may alter, amend or withdraw a submitted proposal if such request is received in writing by the contact person for this RFP prior to the closing date and time specified on the cover of this document. Such requests received after the closing date and time will not be permitted.

2.6 Signing of Proposals

The Proponent shall sign the Agreement to Contract (Appendix A) as contained herein. The Proponent undertakes and acknowledges, if this proposal is accepted, to supply the goods and/or services to the Board at the prices as proposed and in accordance with the conditions and specifications stated herein and further consents to the disclosure of the successful proposal, indicating the name of the successful Proponent, the products selected and the unit prices proposed.

2.7 Late Submissions

Any proposal received after the closing time specified in this RFP shall not be accepted for consideration and will be sent back to the Proponent unopened, with a letter stating the reason for the return.

2.8 Proposal Rejection

The lowest cost may not necessarily be accepted. The Board reserves the right to decline any or all proposals, in whole or in part, at any time prior to making an award.

2.9 Proposal Acceptance

All proposals shall be irrevocable for sixty calendar days following the deadline for submission to allow sufficient time for evaluation of the proposals. The acceptance of a proposal will be by notice in writing signed by the Board.

2.10 Proposal Opening

There will be no public opening of submissions for this RFP.

2.11 Cancellation

The Board may cancel this RFP at its discretion at any time prior to an award. The Board may do so without providing reasons and issue a new request for proposals, request for qualifications or do nothing.

2.12 Acceptance of Proposals

The Board shall, at its sole discretion, be the only determiner of the acceptability and suitability of services offered for the purpose for which such services are required.

2.13 Clarification

The Board reserves the right to seek clarification from any Proponent without being obligated to all Proponents if it finds certain aspects of a proposal unclear.

2.14 Conflict of Interest

Each Proponent shall declare to the Board, as part of their proposal, any situation that may be either a conflict of interest or a potential or perceived conflict of interest with the contractual obligations of their proposal.

No member of the Board and no officer or staff member of the Board are, will be, or shall become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise in the performance of any contract resulting from this solicitation or in the supplies, work or business in connection with any such contract or in any portion thereof, or in any monies to be derived there from.

2.15 Inquiries

Under no circumstances will meetings related to this RFP be held with individual Proponents and employees of the Board prior to the closing date and time of this Request for Proposal. Non-compliance with this condition may (for this reason alone) result in disqualification of the Proponent's submission.

It is the responsibility of the Proponent to seek clarification on any matter that they consider unclear before submitting a proposal. The Board is not responsible for any misunderstanding of the RFP on the part of a Proponent. Written queries must be directed to: Tony Prizio at tony.prizio@st-clair.net and copied to Marcie Myers at marcie.myers@st-clair.net. Send queries only to this email address.

No employee or agent of the Board is authorized to amend or waive the requirements of the RFP document in any way unless the amendment or waiver is signed by the Board's purchasing designate (Tony Prizio). Under no circumstances shall the Proponent rely upon any information or instructions from the Board, its employees, or its agents unless the information or instructions are provided in writing in the form of addendum issued by the purchasing designate. Neither the Board, nor its employees, nor its agents shall be responsible for any information or instructions given to the proponent, with the exception of information or instructions provided in writing by the purchasing designate.

2.16 Proponent Expenses

Any and all costs and expenses incurred by Proponents in the development, preparation, submission or presentation of their Proposals, or otherwise related to its participation in this RFP process will be borne by the Proponents. The selection of any Proposal, or the rejection of any or all Proposals, or the termination/cancellation of this RFP process, or initiation of a new RFP process shall not render the Board liable to pay or reimburse any such costs or damages incurred by any Proponent or any partner or contractor of such Proponents.

2.17 Addenda

During the period prior to the Closing Date, alterations or amendments may be issued as written addenda. Information or instructions provided to a Proponent that may, in the opinion of the Board, be of general interest, and any other information or instructions that the Board may deem to be appropriate in the circumstances, may be incorporated in an addendum to the RFP which will be distributed to all eligible proponents through "email". Any addendum issues as aforesaid by the Board will automatically become, upon its issuance, an integral part of the RFP, provided that it is issued by the Board and sent to eligible Proponents.

In response to an addendum issued, a Proponent may amend or withdraw its Proposal prior to the Closing Date and Time. Where no amendment or notice of withdrawal is received by the Board, the Proponent will be deemed to have agreed to the terms of any such addendum and rely on their Proposals as delivered to the Board.

2.18 Changes to Proposals

No Proposal can be modified after the Closing Date. However, Proposals may be changed or withdrawn before the Closing Date by way of an addendum or notice, as the case may be, given by the Proponent, which must be received by the Board in writing before the Closing Date and Time.

2.19 Incomplete Submissions

The Board may disqualify any Proposal that is submitted by non-eligible proponents, or that is incomplete, or is otherwise not submitted in accordance with the terms, conditions, and provisions of this RFP. Without prejudice to this right, the Board may request clarification where any Proponent's intent is unclear, and the Board expressly reserves the right to waive any irregularity or request amendment where, in the opinion of the Board, there is an irregularity or omission in the information.

2.20 Eligible Submissions

Only Proponents who have been provided the RFP directly from the Board are eligible to submit a Proposal under the RFP.

2.21 Errors and Omissions

The Board will not be held liable for any errors or omissions in any part of the RFP. While the Board has used considerable effort to ensure an accurate representation in the RFP, the information contained in the RFP is supplied solely as a guideline for the Proponents. The information is not guaranteed or warranted to be accurate by the Board, nor is it necessarily comprehensive or exhaustive.

2.22 Right to Waive Minor Non-Compliance

The Board reserves the right, in its sole and unfettered discretion, to reject or waive minor errors and non-compliance contained in a proposal without having to disqualify the proponent. The Board defines minor errors and matters of non-compliance as those which do not have the effect of creating an advantage of one submission over another but may be merely a matter of form.

2.23 Municipal Freedom of Information and Protection of Privacy Act

The proposal and any accompanying documentation submitted by the Proponent prior to the closing date specified in this document shall become the property of the Board and shall not be returned. The proposal shall be subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, M-56. The Proponent must identify any information contained in the proposal that is submitted in confidence.

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2.24 Fair Wages and Hours

All persons in the employment of the successful proponent, or other person doing or contracting to do the whole or any part of the work contemplated by the contract, should be paid in accordance with the “Fair Wage Schedule” as established by The Employment Standards Branch of the Ministry of Labour and any regulations under such Act that relates to wages, hours of work or other labour conditions, unless otherwise noted.

2.25 Form of Contract

The Contract Form for the Scope of Services shall be the Canadian Standard Form Agreement between Architect and Client Document 600, 2008 as published by the Ontario Association of Architects (“OAA”), as amended by the Supplementary Conditions as set out in Appendix C. The Scope of Services and the terms and conditions associated with performing the Scope of Services as embodied in this RFP shall form part of the Contract between the Board and the successful Proponent. In the RFP Submission, Proponents shall identify any part(s) of the proposal Contract Form to which the Proponent objects.

The Successful Proponent will be required to enter into a “Contract” for this RFP within thirty (30) days of selection for the provision of these services. If the selected proponent fails to execute the Contract within thirty (30) days after being selected, the Board, in its sole and absolute discretion and without incurring any liability, rescinds the selection of that proponent.

Proponents shall review and understand Appendix D of this RFP as it contains further pertinent terms and conditions of the RFP.

2.26 Workplace Safety and Insurance

Proponent must furnish a copy of Workplace Safety and Insurance Board Clearance Certificate of good standing, “Section 748” of the Workplace Safety and Insurance Act.

2.27 Insurance

Proponent must maintain, at the Proponent’s expense for the entire term of the Contract or as otherwise required, all insurance as set out below:

- The successful proponent(s) shall provide the Board with proof of insurance for Comprehensive General Liability and Property Damage with a limit of not less than **\$2,000,000.00 (two million dollars)** inclusive prior to commencing work.
- The successful proponent(s) shall provide the Board with proof of insurance for Motor Vehicle Public Liability and Property Insurance on all owned and rented equipment with a limit of not less than **\$2,000,000.00 (two million dollars)** inclusive prior to commencing work.
- Project specific architect’s errors and omissions insurance, insuring the Proponent and sub consultants with limits of insurance of at least **\$1,000,000.00 (one million dollars)** per claim.
- The Proponent agrees to indemnify, hold harmless, and defend the Board from and against any and all liability for loss, damage and expense, which the Board may suffer or for which the Board may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the party of the proponent or any of its representatives or employees by way of the ownership or operation of an automobile.
- The successful proponent(s) shall provide the Board with a complete certified copy of all policies.
- The successful proponent must name the St. Clair Catholic District School Board as additional insured on their insurance policies.

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2.28 Safe School Procedures

Proponent's staff are required to report to the main office of Gregory A. Hogan Catholic School during regular school hours and notify the school office staff of the purpose of the visit. The Proponent is required to adhere to all school specific procedures if applicable.

It is the responsibility of the proponent's staff to sign in and sign out of the Log Book, which is located in the main office area, while performing their duties.

The following information must be recorded in a legible manner:

- Date
- Company Name
- Employee Name
- Employee Signature
- Reason for Visit
- Time Entering Building
- Time Leaving Building

2.29 No Smoking Policy

All Proponents are advised that there is no smoking permitted within the school or on Board property, and this must be strictly adhered to by all parties. The successful Proponent shall be responsible for advising its' employees, or any other person doing or contracting to do the whole or any part of the work contemplated by the contract, of the foregoing.

2.30 Health and Safety

The Occupational Health and Safety Act describes the responsibilities of an employer. The Board requires proponents to maintain procedures, training, and enforcement so that the responsibilities are carried out in the workplace. The proponent shall abide by and strictly adhere to the regulations and conditions set out and laid down by the most current versions of the Occupational Health and Safety Act. All staff employed or hired by the Proponent and working on the Board's premise MUST be trained in WHMIS in accordance with Occupational Health and Safety Act and Regulations. They MUST adhere to all of the Board's Health and Safety Procedures and Guidelines and to Municipal By-Laws.

Proponents will submit proof of its health and safety program, procedures and training as detailed above upon request by the Board.

The successful proponent shall conform to the Ontario "Occupational Health and Safety Act" and all regulations made under said act and assume full responsibility for contraventions of same.

All workplace injuries or accidents on Board property MUST be reported by the contractor to the Board's representative within 24 hours.

Any workplace injury that is defined under the Occupational Health and Safety Act as a "Critical Injury" must be reported to the Board's representative IMMEDIATELY.

2.31 Confidential Information

All material, data, information, or any item in any form supplied by the Board or derived from any data acquired by the Proponent from the Board both before and after the issuance of the RFP in connection with this RFP ("Confidential Information") is proprietary to the Board, and;

- is the property of the Board and must be treated as confidential;

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- is not to be used for any purpose whatsoever other than replying to this RFP and the fulfillment of any subsequent agreement;
- must not be disclosed to any third party without written authorization from the Board.

2.32 Entitlement to a De-Briefing

In accordance with the Broader Public Sector Procurement Directive, unsuccessful proponents are entitled to a debriefing during which they will be provided with feedback regarding their submission. In order to be debriefed, unsuccessful proponents must contact the Procurement Specialist or his designate to request a debriefing within 60 days from the date of the notification of award.

2.33 Bid Dispute

In the event that a Proponent wishes to review the decision of the SCCDSB in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to the SCCDSB within 10 Days from such a debriefing.

Any protest in writing that is not timely received will not be considered and the Proponent will be notified in writing.

A protest in writing shall include the following:

- A specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- A specific description of each act alleged to have breached the procurement process;
- A precise statement of the relevant facts
- An identification of the issues to be resolved;
- The Proponent's arguments and supporting documentation; and
- The Proponent's requested remedy.

In the event of any dispute or claim arising between the Board and any proponent as to their respective rights and obligations under the Contract, either party may give the other written notice of such dispute or claim within fourteen (14) calendar days of dispute or cause of action arising. The parties agree that they will first work together in good faith to resolve the matter internally by escalating it to higher levels of management and then if necessary, use mutually agreeable alternative dispute resolution prior to resorting to litigation. Each party shall continue performing its obligations during the resolution of any dispute.

2.34 Accessibility for Ontarians with Disabilities Act

The Board is committed to the highest possible standards for accessibility. The Proponent must be capable to recommend and deliver, as appropriate for each Deliverable, accessible and inclusive Services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-07 made under the Accessibility for Ontarians with Disabilities Act, 2005 (Accessibility Standards for Customer Service), the Purchaser has established policies, practices and procedures governing the provision of its services to persons with disabilities.

Proponents are required to comply with the Purchaser's accessibility standards, policies, practices, and procedures, which may be in effect during the Term of the Agreement and which apply to the Deliverables to be provided by the Proponent.

2.35 Canada's Anti-spam Legislation

Proponents are required to comply with all applicable laws, including CASL, in providing goods or services to St. Clair Catholic District School Board. This also extends to communications sent on the Board's behalf. The successful proponent will be required to indemnify the Board for any failure by the successful proponent to comply with CASL, to the extent that the successful proponent(s) action, or inaction, could expose the Board to liability.

2.36 Termination of Contract

Either party may terminate the Agreement on written notice to the other where such other party neglects or fails to perform or observe any material term or obligation of the Agreement and such failure has not been cured within 30 Days of written notice being provided.

The Board shall be entitled to terminate the Agreement, without liability, cost, or penalty

On written notice to the Proponent, if any proceeding in bankruptcy, receivership, liquidation, or insolvency is commenced against the Proponent or its property

On written notice to the Proponent, if the Proponent makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to carry on its business or affairs as a going concern, files a notice of intention or a proposal, or seeks any arrangement or compromise with its creditors under any statute or otherwise;

At any time, without cause, by giving the Proponent at least 60 Days written notice

Part 3: CRITERIA FOR EVALUATION AND AWARDED RFP

3.1 Introduction

The RFP evaluation team will be chaired by the Procurement Specialist.

Proposals will be evaluated by an Architectural Selection Committee ("ASC") consisting of appropriate Board representatives, based on information provided by the proponents at the time of submission of their proposal.

It must be understood and accepted by any proponent submitting a proposal that all decisions as to the degree to which a proposal meets the requirements of this RFP are solely within the judgment of the RFP ASC evaluation team.

The proponent must comply with all requirements specified in the RFP.

3.2 Stages of Proposal Evaluation

The evaluation of proposals will be conducted by the ASC in the following two (2) stages:

Stage One: will consist of scoring each proposal by the ASC on the basis of the Written Proposal Requirements.

Stage Two: The Board will open and evaluate the Fee Schedule envelope for all Proponents. The Proponent with the lowest overall cost will receive 100/100 for their cost proposal and the other proponent will receive the pro-rated difference. The overall score for all two stages as determined by the RFP evaluation team will identify the overall ranking of the proponents to the Board.

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3.3 Written Proposal Requirements

This section provides general guidance for preparing proposals as well as specific instruction on the format and content of the proposal. The proponent’s proposal must include all data and information requested and must be submitted in accordance with these instructions. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Board’s requirements, but rather shall provide convincing rationale to address how the proponent intends to meet these requirements. The proposal evaluations will be based solely on the information presented in the proposal.

The written proposal requirements can be found in Part 5: Required Written Submission. The response to each section shall be rated and then the rating multiplied by the weight for the section to determine the score for that section.

The submission for each section must be limited to the maximum number of pages specified. Any exceptions to this rule will be identified in the appropriate section.

Submission should be in a bound format that ensures no pages can be removed or misplaced.

3.4 Rating Criteria

Each section of the response will be scored on a scale of 0 - 10 as follows:

- 0 non-responsive
- 1 - 2 poor
- 3 - 5 below expectations
- 6 - 7 meets expectations
- 8 - 9 above expectations
- 10 greatly exceeds expectations

Each section scored 0 -10 will have its score multiplied against the section weight for total points awarded for that qualification section. Responses will be evaluated on the following criteria:

Evaluation Criteria Schedule	Section Weight	Points Available
Qualifications		
1. Approach to the Assignment	1	10
2. Approach to Meeting Schedule	1.5	15
3. Approach to Cost Control	1.5	15
4. Project Specific Criteria	3	30
5. Appropriateness of Key Team Members	2	20
6. Sub Consultants	1	10
Total		100

3.5 Fee Evaluation

Proponents must complete the fee schedule (Appendix B) and submit in a separate sealed envelope. See Section 2.4 - Submission of Proposals for envelope labeling requirements.

Architectural Services Fee shall be an all-inclusive price exclusive of applicable taxes and must include all engineering fees and all other consultant fees (code, structural, civil, landscape, mechanical or electrical engineering services), disbursements, all other out of pocket expenses and include the services as detailed

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in **CANADIAN STANDARD FORM AGREEMENT between Architect and Client, Document 600, 2008 as published by the Ontario Association of Architects** found in Appendix C.

Fees will be invoiced monthly as the project progresses; calculated on the agreed Construction Budget at the commencement of the schematic phase, on the agreed to estimate of Construction Cost at the commencement of design development, construction documents and bidding phases and on the actual final cost for the construction-contract administration phase.

Construction Cost means the contract price of the project elements designed or specified by or on behalf of the Architect, permit fees and all applicable taxes whether recoverable or not (**HST excluded**), as adjusted in accordance with provisions of A10 of the amended OAA Document 600, 2008 Agreement (Appendix C). Where there is no contract price for all or part of the project, the Construction Cost shall be the estimated cost of construction as determined by the Architect and Owner. Construction Cost does not include the compensation of the Architect, the Architect's consultants, the land cost, or other costs which are the responsibility of the Client.

Fees for changes to work for Services shall be as agreed prior to the commencement of services for the change. If a specified fee for a change is not agreed prior to the performance of the services in respect of the change, the fee shall be at the hourly rates submitted. **Harmonized Sales Tax (H.S.T.) is extra.**

PLEASE NOTE: When applying a fee as a percentage of the construction cost, it is the practice of the Board that the construction cost does not include PST, HST, or GST or value added taxes but reflects the actual construction cost before taxes.

The total stipulated sum shall include royalties, custom duties, overhead and profit, insurance premiums, freight, fuel surcharges, mileage, expenses and all other charges at the date of this RFP, and not subject to revisions due to changes in cost of labour, materials or other items. No allowance shall be made subsequently in this connection on behalf of the proponent for any error or negligence on their part.

3.6 Fee Scoring Formula

Fees will be scored on a relative pricing formula on the basis of the information provided in the pricing schedule found in Appendix B.

Each Proponent will receive a percentage of the total possible points allocated to fee for the service by dividing that Proponent's fee for the service by the lowest bid fee for the service. For example, if the lowest bid percentage offered by one Proponent is 6%, that proponent will receive 100% of the possible points. A proponent who bids 7% will receive 85.7% of the possible points ($6/7=85.7\%$) and a Proponent who bids 8% will receive 75% of the possible points ($6/8=75\%$).

3.7 Evaluation Criteria

Proposals will be evaluated on the following:

STAGE ONE - WRITTEN SUBMISSION	80%
STAGE TWO – PRICE	20%

In the case of a tie score, the Board will flip a coin in the presence of an unbiased third party and the winner of the coin toss will be selected.

3.8 Award

Proponents will receive a final score based on their written submission, and fee schedule. Upon award, the successful proponent and the Board shall negotiate a final contract in accordance with the terms and conditions set forth herein and set out in the proponent's submission.

Part 4: SCOPE

4.1 Objective

The Board is seeking the services of an experienced architectural firm to provide complete architectural services including schematic design, design development, contract documents & tendering, and construction phase & contract administration for the construction of a new elementary school with childcare center located in Chatham, Ontario which has a construction budget of approximately \$10 million dollars.

4.2 Scope of Work

The Board is planning to construct a two-story elementary school as described below.

The construction of a new Elementary School in the City of Chatham needs to facilitate instructional spaces containing 25 classrooms (5 FDK rooms, 18 standard classrooms, 1 Art Room and 1 Science Room), double gym complete with stage and changing rooms, 2 resource rooms and a library (learning commons) with a chapel. The building will require all spaces (instructional and operation) to be building to Ministry standards unless otherwise directed by the board's project lead. The building will also contain a childcare and family center. This project has received a total allocation from the Ministry of Education in the amount of \$ 13,350,000.00. The Ministry's allocations as noted above will be required to cover all costs associated with building a new Elementary School and Childcare Center including but not limited to architectural fees, construction, all permits and fees, site preparation, geotechnical investigations, any special studies, furniture and equipment. The Building Size is estimated to be 6,420 m² (69,108 ft²) and within this footprint the estimated Childcare and Family center is 757 m² (8,144 ft²). Board anticipates opening the new Elementary School and Childcare in September 2019.

4.3 Scope of Services

A draft professional services agreement for this assignment, based on the Canadian Standard Form of Contract for Architectural Services Document 600 format, has been included in Appendix C for the successful proponent's use. Note that the Document 600 General Conditions have not been included for the purpose of the RFP however they will be included in the Agreement. If the General Conditions of the RFP in any way differ from that of those found in the Document 600 the RFP will take precedence for the purpose of this RFP process until an agreement is signed.

The Architect's services and the Board's responsibilities have been identified in Appendix D, Schedule A to Document 600 – Architect's Services and Client's Responsibilities based on the Ontario Association of Architects format.

In addition to the Architect's services identified in Appendix D, the Architect will be responsible for:

1. Chairing User Committee meetings with the Board's end users and maintaining minutes of meetings.
2. Designing the concept plan which will be based on the Board's program requirements and input from the Board's User Committee.
3. Developing the drawings with the Board's Project Lead.
4. Preparing the base AutoCAD drawings for the Consultants.
5. Preparing and submitting to the Board an estimate of construction cost at all of the various design phases.
6. The Architect and its Sub Consultants shall be flexible in its delivery approach to the assignment. The design and documents shall be refined and modified on an ongoing basis to meet the evolving and changing functional, schedule and cost requirements.

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7. It shall be the responsibility of the Architect and its Sub Consultants to maintain the project schedule by any means possible at no additional cost to the Board.
8. The Architect and its Sub Consultants are required to meet the established budget and shall include in the Fee for any redesign necessary as a result of the design not meeting the budget and/or where costs are exceeding estimates.
9. Ensuring that a CCDC2 contract between the Contractor and the Board is prepared and reviewed in a timely fashion.
10. Attending all site construction meetings with the Board Project Lead, Contractor and Consultants.
11. Conducting regular on-site inspections to ensure conformity with contract documents and design intent as required by the progress of the project. Submitting regular inspection reports to the owner, municipality and general contractor.
12. There shall be no design changes, scope changes, substitution of specified materials or issue of cost generating Site Instructions (SI's) or other documentation without specific approval from the Board.
13. Developing terms of reference for all testing and inspection services.
14. Responding to Contractor's Request For Information ("RFI's") during the entire length of the Project. Maintain complete tracking log of RFI's.
15. Providing all detailed drawings, clarifications, Site Instructions (SI's) and Potential Change Orders (PCO's) as required. Issuing Change Order Requests (COR's) as required at all times. Maintaining current and complete tracking log of all SI's, PCO's and COR's issued. Ensuring all drawings and contract documents are updated on an ongoing basis to capture all SI's and COR's issued.
16. Maintaining and updating as-built drawings throughout the construction duration. At the end of the project, the Architect and Sub Consultants are required to turn over their AutoCAD drawings to the Contractor to ensure all field changes are captured in the as-built drawing set.
17. Conducting a deficiency inspection in presence of the Board's Project Lead, certifying and issuing certificate of substantial performance.
18. Providing as-built drawings to the Board in editable AutoCAD and PDF format no later than 60 days following substantial performance. Drawings will incorporate any field changes that took place by the Contractor. The Architect is responsible for checking the Contractor's as-built drawing addition and modifications.
19. Carrying out a project evaluation review 12 months after substantial performance.
20. Working with General Contractor to complete all outstanding work as per the Contract document and to the Board's satisfaction.

In conjunction with the Board, the Architect shall:

1. Coordinate any meetings with local authorities concerning design reviews, code compliance, jurisdictional and municipal/city by-laws.
2. Coordinate the geo-environmental, structural and site servicing studies of the project site.
3. Develop a site plan indicating the new building location, including landscaping and parking.
4. Based on the agreed programme of requirements and the approval of the conceptual/schematic design, develop drawings to determine precise aspects of planning, appearance, site utilization, materials and methods of construction.
5. Hold regular design coordination meetings as required. Location will suit progress of the Project. Meetings to be chaired and minutes recorded by the Architect.
6. Be prepared to meet the primary stakeholders, if required, to present the project status.

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4.4 Performance Expectations

The Architect shall competently deliver the Scope of Services in a professional and efficient manner. Timely delivery of the services and submission of deliverables are mandatory.

The Architect must demonstrate a diligence to act on behalf of and in the best interests of the Board at all times. The Board may at its own discretion, terminate the contract with a Proponent due to non-performance.

4.5 Substitutions

The Architect shall not remove or change its proposed key team members, once committed to the Project, unless approved by the Board. Substitutions to the proposed key team members may be considered if the individual voluntarily resigns from the Architect's firm, is terminated by the Architect's firm, is absent due to illness or vacation, or at the Board's discretion. The Architect must prove in a manner satisfactory to the Board that substitute key team members are of equal or greater qualifications than the proposed individual. Substitute key team members shall be approved by the Board subject to submission of detailed qualifications as outlined herein. The Board shall receive seven (7) business days written notice from the Architect prior to substituting an individual, if a change is necessitated by the Architect. If the Board requests a change to any key team member, the Board shall provide seven (7) business days notice to the Architect to offer an acceptable substitute.

The Board reserves the right to terminate the contract or to request the replacement of any assigned individual on the Project at any time at its discretion.

Part 5: REQUIRED WRITTEN SUBMISSION

5.1 Section 1 – Approach to the Assignment

The approach and methodology applied to undertaking the Project will be critical to achieving substantial completion on schedule. The Board requires the Proponent to fully understand the project requirements, Scope of Services and deliverables. The Architect shall manage its Scope of Services in order to deliver the Project on time and on budget recognizing the importance of quality assurance.

Proponents shall provide an outline of the proposed approach and methodology they will employ to successfully complete this assignment and to provide all the Scope of Services as described in this RFP including quality assurance and quality control procedures.

5.2 Section 2 – Approach to Meeting Schedule

A key factor in the success of this Project will be the ability to remain on schedule. This should entail the use of project software to report on schedule progress, documentation and regularly scheduled meeting with key players.

Understanding the timelines identified by the Board, Proponents shall provide an outline of how their team will meet the schedule commitments identified, and what actions will be taken to ensure the schedule is being met. (Refer to Appendix E to see the Board's Project Schedule)

Proponents shall include the names of any project software it may use to monitor schedules and track progress.

Proponents shall provide a gantt chart schedule, complete with milestone activities and dates showing how they will meet the completion timeframes provided. Schedule to identify the completion of each

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phase of: schematic design, design development, contract documents & tendering, and construction and contract administration.

5.3 Section 3 – Approach to Cost Control

The Architect will be expected to work closely with the Cost Consultant and the Board to keep the team fully informed of the status of the design and construction development at all times, and to assist in clarifying the design intent and/or product or material specifications.

Proponents shall provide an outline of its proposed method to monitor costs associated with all design phases and construction.

5.4 Section 4 – Project Specific Criteria

All proponents are to provide a brief description outlining their experience and thoughts on the topics mentioned below:

1. The Board requires a qualified architectural firm with a team of competent designers and specialists who have proven experience in building design and construction. Proponents shall substantiate their experience and qualifications by including information from past Elementary School projects having a construction value of approximately \$10 million.
2. Proponents are to state how they would receive input of various stakeholders during the Consultation Process with the User Committee and how they intend to manage the suggestions to determine feasibility of implementation.
3. Proponents to provide a list of childcare projects completed in the last 5 years. Include the type of construction, value of the project and a reference that the owner is able to contact.
4. Energy efficient design with a proven payback. Proponents should outline in their proposal how this will be achieved. Energy initiatives should include sustainable construction practices, high performance HVAC strategies, high performance lighting and controls, materials with low VOC content, roofing materials, wise use of daylighting and minimizing water consumption.

5.5 Section 5 – Appropriateness of Key Team Members

All key team members appointed to the Project shall be available immediately to commit to the Project and for the duration of the Project as required. Key team members shall have proven experience in designing and managing projects of similar nature, scope and complexity.

Proponents shall identify the Project Architect and key team members to be assigned to the Project team and shall describe the individuals' capabilities, respective roles, responsibilities and availability for the Project. Proponents shall highlight the individuals' past relevant experience to be applied to the Project. Resumes shall be included in the Proposal.

Provide a proposed organizational chart to identify names of key individuals and roles.

Proponents shall provide an outline of the proposed time commitment for key individual team members in the following areas: consultation, schematic design, site analysis, design development, bid documents, construction and occupancy/commissioning. Information shall be presented in a clear matrix format.

5.6 Section 6 – Sub Consultants

Proponents are to provide one page of information for each of the Mechanical, Electrical and Structural sub consultants to be assigned to this project, and ½ a page of information for the Code, Civil and Landscape sub consultants, demonstrating how the firms' past experiences, qualifications, staffing, etc. ties into the Board's objectives.

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References from Ontario school boards are to be provided for all sub consultants and may be contacted by the Board. The Board reserves the right, in its sole and unfettered discretion, to reject any sub consultant that is proposed, and to work with the Architect to select sub consultants that the Board deems to be in its best interest.

5.7 Proposal Format

Proposals must include all data and information requested, and must be submitted in accordance with these instructions. The proposal should be clear, concise, and should include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Board's requirements, but rather shall provide convincing rationale to address how the Proponent intends to meet these requirements. Proponents shall assume that the Board has no prior knowledge of their experience, and the proposal evaluation will be based solely on the information presented in the proposal.

The proposal shall include the Agreement to Contract and be divided into six sections as described below. Page limits for each section are summarized in the following table:

Section	Title	Page Limit
	Agreement to Contract – Appendix A	1
1	Approach to the Assignment	1
2	Approach to Meeting Schedule	1
3	Approach to Cost Control	1
4	Project Specific Criteria	1
5	Appropriateness of Key Team Members	1 + resumés
6	Sub Consultants	1

* Resumés, sketches and charts are not to be included in page counts

The content of each section shall address the subjects in the order and format detailed through 5.1 – 5.6. Proposals will be evaluated up to the page limits listed in the format instructions. Material exceeding the specified page limits will not be evaluated. Excess material will be removed from the section to which the page limit applies.

5.8 Page Format

Pages shall be single spaced. Page size shall be 8.5 x 11 inches. All margins shall be no less than 1 inch. The glossary of abbreviations, title pages, table of contents, and tabbed dividers are not included in page limitations, and therefore should not include proposal material. All copies of the proposal shall be printed single sided.

5.9 Binding and Labelling

Sections 1 – 6 and Appendix A of the proposal submission should be bound together in one package. Each package should have the RFP number, the Proponent's identity, and copy number printed on the cover. Pages should be numbered sequentially by section, identifying the RFP number, section number, page number, and date of submission in the upper right hand corner of the page. Tabbed dividers should separate each section.

5.10 Proprietary Content

Information which the Proponent considers to be of a proprietary or confidential nature must be clearly marked "PROPRIETARY".

APPENDIX A – AGREEMENT TO CONTRACT

To: St. Clair Catholic District School Board

I/We, the undersigned, acknowledge that I/We have read the terms of the St. Clair Catholic District School Board's Request for Proposal # CP1901 Architectural Services for Chatham Elementary Schools Consolidation Project Phase 1, signify our compliance as completed below, and submit the attached response in accordance with the stated conditions.

It is understood that the lowest or any proposal fee will not necessarily be accepted and that St. Clair Catholic District School Board reserves the right to reject or accept any proposal which the Board deems to be in its best interest.

Legal Company Name: _____

Signature: _____
"I have the authority to bind"

Printed Name: _____

Position/Title: _____

Date: _____

Once a proposal has been accepted, Proponents will be bound by these conditions.

APPENDIX B – FEE SCHEDULE

The Architect is the Prime consultant and must carry all required sub consultants in their price and percentage below. For the purposes of this calculation, use a cost of construction for the New Elementary School Project of \$ 10,000,000.00 dollars. Percentage fee and dollar amounts shall exclude G.S.T., H.S.T., P.S.T. and all value added taxes. Please note that all percentage fees in this RFP are to be applied against the construction costs before G.S.T., H.S.T., P.S.T. and all value added taxes.

We, the undersigned, declare that:

1. We have the authority to bind the Proponent indicated above to the specific terms and conditions imposed in the Request of Proposal (RFP) and offered in the Proponent's Proposal and that, by my signature on this document, the Proponent specifically agrees to all waivers, restrictions, terms and conditions and requirements of the RFP.

2. We have carefully examined the RFP #: CP1901 and the addenda numbered _____ to _____, and having understood all conditions affecting the Project, and if notified by the Board's Procurement Specialist in writing of the award of the Contract, shall perform the Scope of Services in accordance with the Canadian Standard Form Agreement between Architects and Client, Document 600, 2008 as published by the OAA and the terms therein, and the terms of the said RFP and our RFP submission for the percentage Fee of:

Percentage Fee

_____ %

Professional services rendered will use the assigned fee percentage breakdown below for monthly invoicing.

Service Phase	% of Fee	Fee
1. Schematic Design	10%	\$ _____
2. Design Development	10%	\$ _____
3. Construction Documents	40%	\$ _____
4. Tendering	5%	\$ _____
5. Contract Administration	32%	\$ _____
6. Warranty & Close-out Documents	3%	\$ _____
Total Consultant Fee		\$ _____

APPENDIX B – CONTINUED

3. The following unit rates in Canadian funds will apply in determining the rate for additional services performed by the Proponent. Indicate the title of the person who will be the main regular point of contact in each discipline. All rates are exclusive of H.S.T., P.S.T., G.S.T. or value added taxes.

Position Title	Architect	Sub Consultants
Partner/Principal		
Sr. Arch./Eng.		
Project Arch./Project Manager		
Intermediate Arch./Engineer		
Jr. Arch./Engineer		
Technician/Technologist		
AutoCAD Support		
Admin. Support		
Other		

4. If awarded the contract, the key team members identified in our proposal shall be available immediately to commence the Scope of Services and shall be dedicated resources to the Project as identified in our Proposal.
5. No person, firm, or corporation other than the undersigned has any interest in this RFP Submission or in the proposed Contract for which this RFP Submission is made. The undersigned also declares that the RFP Submission has been submitted without consultation, communication, agreement and/or arrangement with any competitor. A competitor is defined as any individual or organization, other than the Proponent, who has been requested to submit a Proposal or who could potentially submit a Proposal in response to this RFP, based on their qualifications and experience.
6. We have not made any knowingly false statements in our Proposal.

Signatures:

SIGNED AND SUBMITTED for and on behalf of:

Name of Proponent

Witness:

Signature

Signature

Print name and title of person signing

Print name and title of person signing

Date

Date

If Proponent is a corporation, affix corporate seal.

St. Clair Catholic District School Board
Request for Proposal #: CP1901

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APPENDIX C – DRAFT PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

- A1 This contract made as of the (insert date) of the (insert month) in the year of (insert year)
- A2 Between the client St. Clair Catholic District School Board
- A3 and the architect (insert architect name)
- A4 For the following project: New Catholic Elementary School (Phase 1), Chatham, ON
- A5 With the following construction budget: \$ 10.0 million
- A6 The anticipated construction contract is: CCDC 2 Stipulated Price Contract 2008
- A7 In addition to the architect's responsibilities as described in the General Conditions, including GC2, the architect shall provide services as described in the following Schedule(s) affixed to this contract: SCHEDULE A
- A8 In addition to the client's responsibilities as described in the General Conditions, including GC1, the client shall furnish information, surveys, reports and services as described in the following schedule(s) affixed to this contract: SCHEDULE B
- A9 The architect shall coordinate the services of the following consultants:
.1 engaged by the architect **Structural, Mechanical, Electrical, Civil, Landscape, Interior Design, Code**
.2 engaged by the client **Commissioning Agent, Traffic Study, Security Systems, Surveyors, Geotechnical Engineer**
- The client shall pay fees and reimbursable expenses to the architect when invoices are submitted as set forth below:
- A10 For the architect's services as outlined in the schedule(s) identified in A7, the fee shall be computed as follows: percentage based fee, as per proposal
- A11 An administrative charge of 10 % shall be added to reimbursable expenses as noted in GC 12.9 and defined in the RFP.
- A12 The rate for calculating automobile travel costs shall be \$ NIL per kilometre.
- A13 The client shall pay to the architect, upon execution of this contract, a separate retaining fee of \$ NIL. This amount is in addition to the total fee and is the minimum payment that the client must pay the architect under this contract.
- A14 The client shall pay the architect upon receipt of invoices on account of the architect's fee and reimbursable expenses, together with such value-added taxes as may be applicable. Invoices shall be issued monthly unless otherwise agreed.
- A15 An unpaid invoice shall bear interest, calculated monthly at the rate of _____% per annum, commencing _____ days after the date that the architect submits the invoice.
- A16 When this contract or any documents are prepared in both English and French, it is agreed that in the event of any discrepancy between the English and the French version, the English version shall prevail.
- A17 Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended, by hand or by registered post; or if sent by regular post, to have been delivered 5 working days from the date of mailing. The addresses for official notice shall be as stated in A2 and A3. Notices sent electronically, by email or facsimile for example, are not considered to be reliable for the purpose of official notice.

Other Terms of Contract:

- A18 The client and the architect agree as set forth in the following other terms:

The definition of construction cost is amended as follows:

Construction Cost means the contract price(s) of all project elements designed or specified by, or on behalf of, the

Architectural Services for Chatham Elementary Schools Consolidation (Phase 1) Project

Architect, permit fees and all applicable taxes whether recoverable or not (**HST excluded**), as adjusted in accordance with provisions of A10. Where there is no contract price for all or part of the project, the Construction Cost shall be the estimated cost of construction as determined by the Architect and verified by the Owner's own Cost Consultant at fair market rates at the anticipated time of construction. Construction Cost does not include the compensation of the Architect, the Architect's consultants, the land cost, or other costs which are the responsibility of the Client.

In the event that the client furnishes labour or material below market cost, or recycled materials are used, the construction cost for the purposes of establishing the Architect's and Consultants' fees includes the cost of all materials and labour necessary to complete the work as if all materials had been new and as if all labour had been paid for at market prices at the time of construction or, in the event that construction does not proceed at existing market prices at the anticipated time of construction.

This is an amended definition of Construction Cost as per OAA.

This contract is entered into as of the day and year first written above.

As per successful respondent's proposal dated: (insert date)

Client

(Name of client)

(Signature)

(Name and title of person signing)

(Signature)

(Name and title of person signing)

Architect

(Name of architect)

(Signature)

(Name and title of person signing)

(Signature)

(Name and title of person signing)

Witness(es)

(Signature)

(Name and title of person signing)

APPENDIX D – ARCHITECT’S SERVICES AND CLIENT’S RESPONSIBILITIES

Architect: To Be Determined					
Client: St. Clair Catholic District School Board					
Project: New Elementary School & Childcare Building		Project No:			
Schedule A to Document 600, 2008					
Architect's Services and Client's Responsibilities					
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		ITEM	ARCHITECT'S SERVICES	CLIENT'S RESP.	N/A
PRE-DESIGN SERVICES	1	Analyses of client's needs - review client's stated objectives and advise on viability of the <i>project</i>			X
	2	Statement of Requirements or Building Program - Set out the fundamental objectives of the <i>project</i> , including the interrelation of space allocations, the areas required for the spaces, specific materials and /or assemblies to be used, massing, time factors, cost implications, constraints, and any special design considerations required for the <i>project</i> .	X		
	3	Financial feasibility, study – Assist with analyzing the reasonable probability of the client's objectives for the <i>project</i> being reached within the budget allocation and advise on measures to align the <i>project</i> requirements with the budget if in the first instance the expectations are not feasible.	X		
	4	Site evaluation study - Review the site of the <i>project</i> and assess the suitability of the site to accommodate the client's <i>project</i> . In doing so, take into account known site constraints, ability to support future additions and alterations, and potential impact of proposed developments in the vicinity of the site.			X
	5	Comparative studies of prospective sites - Review a number of selected potential sites for the <i>project</i> and assess the suitability of each site to accommodate the client's <i>project</i> . In doing so, take into account known site constraints, ability to support future additions and alterations, and potential impact of proposed developments in the vicinity of each site. Compare the results of the site reviews and advise the client accordingly.			X
	6	Measured Drawings - Ascertain the purpose of the measured drawings and the accuracy required .After confirming the purpose with the client, make measurements, augment with photographs and field notes, and prepare drawings.			X
	7	Verifying accuracy of drawings furnished by client - Review drawings, visit site and take measurements to satisfy that drawings are reasonably accurate in their representation of the premises.	X		
	8	Site Photographs - Ascertain the purpose of the site photographs and after confirming with the client prepare a photographic record as required. If appropriate identify photographs by time, date and location.			X
	9	Assist client re survey information required - Assist client if required, in the engagement of a land surveyor. Coordinate with surveyor and engineering <i>consultants</i> as to identification of information required from the survey.			X

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	ITEM	ARCHITECT'S SERVICES	CLIENT'S RESP.	N/A
10	Assist client re soils investigation information required - Assist client if required, in the engagement of a geotechnical <i>consultant</i> . Coordinate with geotechnical <i>consultant</i> and engineering <i>consultants</i> as to information required from the investigation.		X	
11	Construction Budget - If the Client does not have a <i>construction budget</i> , based on the building program, site conditions and constraints, time of construction, known construction economical factors, prepare an estimate of <i>construction cost</i> to serve as <i>construction budget</i> until more detailed estimate of <i>construction cost</i> can be determined. Advise client accordingly.		X	
12	Assist client re Toxic and Hazardous Substances and Materials information required - Assist client if required, in the engagement of a <i>toxic and hazardous substances and materials consultant</i> . Coordinate with <i>toxic and hazardous substances and materials consultant</i> and engineering <i>consultants</i> as to identification of information required from the report.		X	

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		ITEM	ARCHITECT'S SERVICES	CLIENT'S RESP.	N/A
GENERAL SERVICES, ALL APPLICABLE PHASES	13	Engagement of Structural Engineering Services - Engage services of a structural engineer for services commensurate with architectural services under this contract.	X		
	14	Engagement of Mechanical Engineering Services - Engage services of a mechanical engineer for services commensurate with architectural services under this contract.	X		
	15	Engagement of Electrical Engineering Services - Engage services of an electrical engineer for services commensurate with architectural services under this contract.	X		
	16	Engagement of Landscape Architect Services - Engage services of a landscape architect for services commensurate with architectural services under this contract.	X		
	17	Engagement of Civil Engineering Services - Engage services of a civil engineer for services commensurate with architectural services under this contract.	X		
	18	Engagement of Commissioning Agent Services - Engage services of a commissioning agent for services over and above the takeover of the project at completion of construction.		X	
	19	Engagement of Cost Estimating Services - Engage the services of a construction cost <i>consultant</i> and coordinate the services with the services of the other <i>consultants</i> .			X
	20	Engagement of Security Systems Services - Engage services of security systems <i>consultant</i> and coordinate with the architectural and services of the other <i>consultants</i> .		X	
	21	Provision of Interior Design Services - Provide or engage the services of an interior designer to provide interior design services commensurate with other architectural services under this contract.	X		
	22	FF& E Selection, Procurement and/or Installation - Provide services for the selection, procurement and installation of furniture, fixtures and equipment (FF&E) , including re-use of client's inventoried FF&E.		X	
	23	Graphic Design, Signage and Similar Services - Provide services for design, selection, procurement and installation of graphics, corporate logos, signage and similar elements for interior and exterior application.	X		
	24	Tenant Layout and Design Services - Provide tenant layout and fit up documents coordinated with base building documents.			X
	25	Language Translation Services -Translate all construction contract documents into a language other than the language of this contract.			X
26	Revisions to Drawings, Specifications or Other Documents - Revise or provide additional drawings, specifications or other documents which are: <ul style="list-style-type: none"> • Caused by instructions that are inconsistent with instructions or written approvals previously given by the client, including revisions made necessary by adjustments in the client's program or <i>construction budget</i>, • Caused by enactment or revisions of statutes, regulations, codes or by-laws, subsequent to the preparation of such documents, • Caused by an interpretation by the authorities having jurisdiction which differs from the <i>architect's</i> interpretation of statutes, regulations, codes and by-laws, which difference the <i>architect</i> could not have reasonably anticipated, or • Due to changes required as a result of the client's failure to render decisions in a timely manner 		X		

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	ITEM	ARCHITECT'S SERVICES	CLIENT'S RESP.	N/A
27	Services Required Due to Significant Changes To The <i>Project</i> - Provide <i>additional services</i> required because of significant changes in the <i>project</i> including, but not limited to size, quality, complexity, the client's schedule, or the method of bidding or negotiating and contracting for construction.		X	

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COORDINATION	Coordinate the services of the following <i>consultants</i> with those of the <i>architect</i> from Schematic Design through Construction Documents Phase:				
		ITEM	ARCHITECT'S SERVICES	CLIENT'S RESP.	N/A
	28	Structural Engineer	X		
	29	Mechanical Engineer	X		
	30	Electrical Engineer	X		
		Other			
	31	Traffic and Civil Engineer	X		
	32	LEED Consultant	X1 & X2		
	33	Move Manager including Move-in, Move-out, sequencing, tie-ins		X	
	34	Landscape Architect	X		
	35	Life Safety	X		
	36	Code Consultant	X		
	37	Cost Consultant	X		
	38	Commissioning Agent	X	X	
	39	Security Consultant		X	
	Coordinate the services of the following <i>consultants</i> with those of the <i>architect</i> during the Bidding and Construction Phase:				
		ITEM	ARCHITECT'S SERVICES	CLIENT'S RESP.	N/A
	40	Structural Engineer	X		
	41	Mechanical Engineer	X		
	42	Electrical Engineer	X		
		Other			
	43	Move Manager including Move-in, Move-out, sequencing, tie-ins			X
	44	Landscape Architect	X		
	45	Life Safety	X		
	46	Code Consultant	X		
	47	Cost Consultant	X	X	
	48	Commissioning Agent	X	X	
49	Security Consultant		X		
50	Coordinating Services Required Re: Client's Equipment – Coordinate the delivery, receipt, and installation of client's equipment with general contractor. Set out in writing the agreed to extent to which coordination services apply in this contract.		X		
	X1 - The Board does not intend to pursue LEED registration nor certification. However, the guiding principles and environmental performance criteria covered in the six categories are to be used to design and construct a sustainable facility. All measure must be examined using a life-cycle costing approach, including a review energy use, water use, operational savings, simple payback and net present value calculations.				
	X2 - Undertake an Energy Conservation Study that proposes measures and provides recommendations relating to building design, process design and site design.				

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		ITEM	ARCHITECT'S SERVICES	CLIENT'S RESP.	N/A
SCHEMATIC DESIGN PHASE	51	Review of Program of Client's Requirements - Review and comment on client's construction budget in relation to client's program of requirements.	X		
	52	Investigate Existing Conditions - Visit the <i>place of the work</i> and review characteristics of the site.	X		
	53	Schematic Design Documents - based on the mutually agreed upon program of requirements, schedule and <i>construction budget</i> , prepare for the client's review and approval, schematic design documents to illustrate the scale and character of the <i>project</i> and how the parts of the <i>project</i> functionally relate to each other as listed below; (insert additional documents as applicable) <ul style="list-style-type: none"> • Site Plan • Spatial Relationship diagrams • Principal Floor Plans • Building sections • Elevations • Outline Specifications 	X		
	54	Marketing Documents - Preparation of promotional presentations or special submissions.			X
	55	Architectural Models - Assist client in engagement of model builder and coordination of construction of scale models for client's use.			X
	56	Estimate of Construction Cost - Prepare and submit to the client an estimate of <i>construction cost</i> based on current area or volume unit costs factored to anticipated time of construction.	X		
	57	3D computer modeling - Arrange for development and coordinate development of 3-D computer modeling and /or video for client's use.			X
	58	Architectural Renderings - Arrange for preparation of renderings and other special delineations for client's use.	X		
	59	Alternative Design Approaches and Construction Contracts - Discuss with client alternative design approaches at outset of the schematic design concepts. Review alternative construction procurement and delivery methods and related contracts.	X		
	60	Review Applicable Statutes, Codes etc. - Review applicable statutes, regulations, codes and by-laws.	X		
	61	Assist client in obtaining approval of authorities if and when necessary.	X		
		Review and client approval to be obtained before proceeding to next phase. Note the approval must also be obtained from the Board.			

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		ITEM	ARCHITECT'S SERVICES	CLIENT'S RESP.	N/A
DESIGN DEVELOPMENT PHASE	62	Design Development Documents - Based on the client's approved schematic design documents and agreed estimate of <i>construction cost</i> , prepare for client's review and approval, design development documents drawings and other documents appropriate to the size of the <i>project</i> , as listed below: • Site Plan• Plans• Elevations• Sections• Project brief detailing area calculations, building systems and outline specifications to describe the size and general character of the <i>project</i> including the architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.	X		
	63	Update Estimate of Construction Cost - Prepare and submit to the client a revised estimate of <i>construction cost</i> .	X		
	64	Continue Review of Applicable Statutes, Codes etc. - Review applicable statutes, regulations codes and by-laws as the design of the project is developed.	X		
	Review and client approval to be obtained before proceeding to next phase. The Board's independent cost consultant will also be engaged to provide a costing analysis and advice at the end of this phase.				

CONSTRUCTION DOCUMENTS PHASE	65	Drawings and Specifications - Based on the client's approved design development documents and agreed updated estimate of <i>construction cost</i> , prepare for client's review and approval, <i>construction documents</i> consisting of drawings and specifications setting forth in detail the requirements for the construction of the <i>project</i> .	X		
	66	Updated Estimate of Construction Cost - Advise the client of any adjustments to the estimate of <i>construction cost</i> , including adjustments indicated by changes in requirements and general market conditions.	X		
	67	Preparation of Bidding Information and Construction Contract Conditions - Obtain instructions from and advise client on the preparation of the necessary bidding information, bidding forms, conditions of the contract, client and the form of contract between client and contractor.	X		
	68	Review Applicable Statutes, Codes etc - Review statutes, regulations, codes and by-laws applicable to the design and, where necessary, review the same with the authorities having jurisdiction in order that the client may apply for and obtain consents, approvals, licenses and permits necessary for the project.	X		
	Review and client approval to be obtained before proceeding to next phase. Note, approval will be contingent on any approvals required by the Board from the Ministry of Education. See Appendix E - Approval point #2.				

Architectural Services for Chatham Elementary Schools Consolidation (Phase 1) Project

		ITEM	ARCHITECT'S SERVICES	CLIENT'S RESP.	N/A
BIDDING/NEGOTIATION PHASE	69	Assist Client with Pre-qualification of Bidders - Prepare parameters of pre-qualification process, advise participants of rating criteria. Receive responses from interested parties, prepare analysis spread sheet and report results to client for decision.	X		
	70	Assemble and provide bid documents - Assemble and provide bid documents to bidders, monitor enquiries in regard to bid requirements. The percentage based fee will include up to 16 sets of bid documents.	X		
	61	Documentation for Alternative, Unit and Itemized Prices – Include necessary documentation, clearly identifying in the bid documents the requirements for alternative, unit and itemized prices and the role their significance in determination of successful compliant bid.	X		
	72	Documentation for Sequential Bids - Provide services and prepare bid document packages in connection with sequential bidding of trade contracts.			X
	73	Addenda - Prepare and process addenda during bidding and before award of construction contract(s).	X	X	
	74	Bid Receipt and Review - Arrange for receipt of bids, opening of bids, identification of apparently non-compliant bids, comparative review and report to client.	X		
	75	Assist Client with Construction Contract Negotiations	X	X	
	76	Revision of Documents to Incorporate Addenda - Confer with client, receive instructions and prepare contract documents incorporating relevant addenda information into composite documents.	X		
	77	Preparation of Construction Contract Documents - Assemble construction contracts and related documents for signature by the contracting parties.	X		
		Review and client approval to be obtained before proceeding to next phase. Note, approval will be contingent on any approvals required by the Board from the Ministry of Education. See Appendix E - Approval point #3.			

Architectural Services for Chatham Elementary Schools Consolidation (Phase 1) Project

		ITEM	ARCHITECT'S SERVICES	CLIENT'S RESP.	N/A
CONSTRUCTION PHASE CONTRACT ADMINISTRATION (GENERAL REVIEW) OFFICE FUNCTIONS	78	Receive Proof of WSIB Certificates, Bonds and Insurance Policies - If construction contract provides for these to be supplied by the contractor, arrange to receive WSIB certificates, bonds and insurance policies and deliver to client for client's bond and insurance advisors to review.	X		
	79	Construction Schedule – Receive construction schedule and projected cash flow schedule, review against client's anticipated construction duration and monitor construction schedule in conjunction with progress of project and report to client Adjust if required until all parties to the contract reach agreement.	X		
	80	Schedule of Values - Receive schedule of values from contractor, review and adjust, if required. Advise both client and contractor that the agreed schedule of values will form the basis for factoring percentage completed work into certificates for payment.	X		
	81	Supplemental Details and Instructions - prepare and issue additional documents and supplemental instructions as required for clarification of the requirements of the contract documents.	X		
	82	Requests for information (RFI's) - Receive requests for information from contractors and process accordingly.	X		
	83	Change Notices/Orders and Change Directives -Prepare drawings, specifications and supporting data, evaluate contractor's proposals and provide other services in connection with changes to the <i>project</i> .	X		
	84	Review Contractor's Documentation at Project Completion - Receive and review contractor's submitted documentation as required under the contract and transfer them to the client.	X		
	85	Evaluating Contractor's Proposed Substitutions - Provide services in connection with evaluating substitutions proposed by the contractor and make subsequent revisions to the drawings, specifications and other documentation resulting from them.	X		
	86	Services Necessitated By Default of Client or Contractor - Provide services made necessary by the default of the contractor, by major defects or deficiencies in the <i>work</i> of the contractor, or by failure of performance by either the client or the contractor under the construction contract.	X		
	87	Consultation Services in Regard to Replacement of Damaged Work - Provide consultation concerning replacement of any work damaged by fire or other cause during construction and furnish services as may be required in connection with the replacement of such work.	X		
88	Evaluation of Extensive Claims - Provide services in evaluating an extensive number or size of claims submitted by the contractor or others in connection with the <i>work</i> .	X	X		
89	Record Drawings - Prepare record drawings showing changes to the <i>work</i> made during construction based on as-built drawings (marked up prints) drawings, and other data furnished by the contractor to the <i>architect</i> : the accuracy of such information shall be the sole responsibility of the contractor.	X			

Architectural Services for Chatham Elementary Schools Consolidation (Phase 1) Project

		ITEM	ARCHITECT'S SERVICES	CLIENT'S RESP.	N/A
FIELD FUNCTIONS	90	Site Meetings – Preside over and report on site meetings with contractor, major sub-contractors and consultants, where appropriate, to review the progress of the work.	X	X	
	91	General Review Limited to Building Code Related Matters - Provide <i>general review</i> services respecting building code matters only, and report to client and municipal building official.	X		
	92	General Review Code and Non-Code Related Matters - Provide <i>general review</i> services during construction and report to client and municipal building officials.	X		
	93	Inspection & Testing Services - Observe the contractor's performance in having inspection and testing companies perform services as required by the construction contract, receive and review their reports and report to client.	X		
	94	Off-Site Review of Manufactured Products - If off site review is required of major components, prefabrication sites etc., attend at these sites and perform <i>general review</i> to extent necessary to comply with <i>general review</i> services requirements.	X		
	95	Contract Documentation Interpretation - Review documents and respond to questions of interpretation of document requirements in conjunction with the stated hierarchy in construction contract and contract documents. As the interpreter of the construction contract documents in the first instance make findings.	X		
	96	Payment Certification - Provide <i>general review</i> , receive and assess contractor's application for payment and issue payment certificates to client, having factored percentage of completeness against the schedule of values.	X		
	97	Substantial Performance Certification - As payment certifier prepare and issue at the appropriate time, a certificate of substantial performance in accordance with the provisions of the <i>Construction Lien Act</i> .	X		
	98	Statement of Deemed Completion - As payment certifier, prepare and issue the statement of contract deemed completion in accordance with the provisions of the <i>Construction Lien Act</i> .	X		
	99	Multiple Contracts - As payment certifier for multiple contractors in contract with the client, process applications for payment; prepare and issue at the appropriate times certificates of substantial performance and statements of contract deemed completed, and arrange for takeover procedures with regard to each contract.			X
	100	Additional Project Representation - If the Client requires this service, set out in writing, the agreed terms and conditions as well as remuneration of additional representation on site.	X		
101	Takeover Procedure - Arrange for takeover of the <i>project</i> by the owner, including demonstration of operating equipment, handover of maintenance manuals and replacement parts as specified.	X			

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		ITEM	ARCHITECT'S SERVICES	CLIENT'S RESP.	N/A
POST CONSTRUCTION PHASE	102	Project Close Out - Provide services in accordance with the provisions described OAA-OGCA Document No. 100 for the takeover of the <i>project</i> by the client.	X3		
	103	Systems Demonstrations - In accordance with the terms and conditions of the contract between the owner and the contractor, coordinate with the contractor, and if appropriate, <i>consultants</i> to conduct systems demonstrations for the client's operations personnel.	X		
	104	Manuals - In accordance with the terms and conditions of the contract between the owner and the contractor, receive from the contractor the operating manuals as specified, and turn them over to the client.	X		
	105	Client's Maintenance Procedures Instruction - In accordance with the terms and conditions of the contract between the owner and the contractor, coordinate with the contractor, and if appropriate, <i>consultants</i> to conduct maintenance procedures instruction with the client's building maintenance personnel.	X		
	106	Twelve Month Warranty Review - Prior to the end of the period of one year following the date of <i>substantial performance of the work</i> , review any defects or deficiencies which have been reported or observed during that period, and notify the contractor in writing of those items requiring attention by the contractor to complete the <i>work</i> in accordance with the contract between the owner and contractor.	X4		
	107	Architectural services after expiry of 1 year after <i>Substantial Performance of the Work</i>.	X		
		X3 - Attend project wrap-up meeting with the client to review project.			
		X4 - Includes energy/water use monitoring and verification performance (actual vs design) for a period of twelve (12) months from substantial completion.			

Architectural Services for Chatham Elementary Schools Consolidation (Phase 1) Project

NEGOTIATIONS WITH AUTHORITIES HAVING JURISDICTION (INCLUDING APPLICATIONS, PRESENTATIONS AND PUBLIC HEARINGS)					
		ITEM	ARCHITECT'S SERVICES	CLIENT'S RESP.	N/A
MUNICIPAL	108	Zoning or Land Use Amendment - Assist client in preparation of documents for, application for and attendance at public hearings for amendments to land use and / or zoning by-laws if required.		X	
	109	Committee of Adjustment - Assist client in preparation of documents for, application for and attendance at public hearings for minor variances if required.	X	X	
	110	Site Development Review - Assist client in preparation of documents for, application for and attendance at public hearings and other meetings for Site Development Review if required.	X	X	
	111	Development Approval/Agreement - Assist client in preparation of documents and attendance at meetings for Development Approval/Agreement if required.	X	X	
	112	Public hearings - Assist client in preparation of documents and attendance at public hearings in regard to the <i>project</i> if required.	X	X	
	113	Building Permit Application - Assist client in preparation of application for building permit.		X	
	114	Two (2) presentations to Board of Trustees and/or the Property and Operations Committee of the Board; and eight (8) meetings with the Board's Building Design Committee	X		
REGIONAL	115	Planning - Assist client in review of Planning Authority issues with regional government if required.	X	X	
	116	Health - Assist client in review of Health Authority issues with regional government if required	X	X	
	117	Work/Roads/Engineering - Assist client in review of Works, Roads and Engineering Authority issues with regional government if required.	X	X	
	118	Conservation - Assist client in review of Conservation Authority issues with regional government if required.	X	X	
PROVINCIAL	119	Housing - Assist client in review of Provincial Housing Authority's issues with Provincial Government Ministry if required.			X
	120	Labour - Assist client in review of Provincial Authority's labour issues with Provincial Government Ministry if required.			X
	121	Health - Assist client in review of Provincial Health and Long Term Care Authorities' issues with Provincial Government Ministry if required.			X
	122	Fire Marshal - Assist client in review of Provincial Authority's Fire Protection issues with the office of the Ontario Fire Marshal if required.	X	X	
	123	Elevating Devices - Assist client in review of provincial elevating devices issues with the Provincial Ministry if required.	X	X	
	124	Transportation - Assist client in review of Provincial Transportation Authority's issues with the Provincial Ministry if required.			X
	125	Communications - Assist client in review of Provincial Communications Authority's issues with the Provincial Ministry if required.			X

**St. Clair Catholic District School Board
Request for Proposal #: CP1901**

Architectural Services for Chatham Elementary Schools Consolidation (Phase 1) Project

		ITEM	ARCHITECT'S SERVICES	CLIENT'S RESP.	N/A
	126	Environment - Assist client in review of Provincial Environment Authority's issues with the Provincial Ministry if required.	X		
	127	Social and Family Services - Assist client in review of provincial Social and Family Services Authority's issues with the Provincial Ministry if required.			X
	128	Municipal Board - Assist client in preparation of material for and attendance at Ontario Municipal Board hearings if required.	X	X	
	129	Liquor Licensing Board - Assist client in review of Liquor Licensing Board requirements with the provincial ministry if required.			X
FEDERAL	130	Planning - Assist client in review of Federal Department of Transport Authority's requirements if required.			X
	131	Health - Assist client in review of Federal Communications Authority's requirements if required			X

APPENDIX E – PROJECT SCHEDULE

Chatham Elementary Schools Consolidation Project

Phase 1: 3 Schools to 1 School

