



REQUEST FOR PROPOSALS

PROFESSIONAL CONSULTING SERVICES

OWNER'S CONSULTANT TEAM

CORRECTIONS CAPITAL PROJECTS – PHASE 1

ALOUETTE CORRECTIONAL CENTRE FOR WOMEN - MAPLE RIDGE, B.C.

FRASER REGIONAL CORRECTIONAL CENTRE - MAPLE RIDGE, B.C.

Ministry of Labour and Citizens' Services - Accommodation and Real Estate Services

Request for Proposals Number: ON-001602

Issue date: September 12, 2008

Closing Time: Proposal must be received **before** 2:00 PM Pacific Time on: September 26, 2008

Government Contact Person: All enquiries related to this Request for Proposals, including any requests for information and clarification, are to be directed, in writing, to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the Province's option.

Ralph Keenan, Purchasing Services Branch , PO Box 9476, Stn. Prov. Govt.,, Victoria, B.C. V8V 9W6

Delivery of Proposals

Proposals must not be sent by mail, facsimile or e-mail. Proposals are to be submitted as follows:

A. Five (5) complete hard-copies must be delivered by hand or courier to:

Purchasing Services Branch
c/o 2nd Floor, 563 Superior Street
Victoria, BC V8V 1T7
Attention: Ralph Keenan

Proposal envelopes should be clearly marked with the name and address of the Proponent, the Request for Proposals number, and the project or program title.

OR

B. One complete electronic proposal must be received in accordance with BC Bid instructions for e-bidding. Only pre-authorized e-bidders registered on the BC Bid system can submit electronic bids.

Proponent Section:

The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through

Signature:	Legal Name of Proponent, and Doing Business As Name If Applicable:
Printed Name:	Address:
Title:	
Date:	

submission of this proposal we agree to all terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal

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A. DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS

1. Definitions

Throughout this Request for Proposals, the following definitions apply:

- a) "ARES" means the Accommodation and Real Estate Services Branch of the Ministry;
- b) "CBS" means the Common Business Services of the Ministry of Labour and Citizens' Services;
- c) "Contract" means the written agreement resulting from this Request for Proposals executed by the Province and the Contractor;
- d) "Contractor" means the successful Proponent to this Request for Proposals who enters into a written Contract with the Province;
- e) "Ministry" means Ministry of Labour and Citizens' Services;
- f) "must", or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;
- g) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;
- h) "Province" means Her Majesty the Queen in Right of the Province of British Columbia and includes the CBS division and the Ministry, and is synonymous with Client and Owner;
- i) "Request for Proposals" means the process described in this document; and
- j) "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

2. Terms and Conditions

The following terms and conditions will apply to this Request for Proposals. Submission of a proposal in response to this Request for Proposals indicates acceptance of all the terms that follow and that are included in any addenda issued by the Province. Provisions in proposals that contradict any of the terms of this Request for Proposals will be as if not written and do not exist.

3. Additional Information Regarding the Request for Proposals

All subsequent information regarding this Request for Proposals, including changes made to this document will be posted on the BC Bid website at www.bcbid.ca. It is the sole responsibility of the Proponent to check for amendments on the BC Bid website.

4. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time. Hard-copies of late proposals will not be accepted and will be returned to the Proponent. Electronic proposals that are received late will be marked late and will not be considered or evaluated. In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not.

5. Eligibility

- a) Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in the Province's opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. This includes, but is not limited to, involvement by a Proponent in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Government Contact Person listed on the cover page prior to submitting a proposal.

- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

6. Evaluation

Evaluation of proposals will be by a committee formed by the Province and may include employees and contractors of the Province. All personnel will be bound by the same standards of confidentiality. The Province's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

7. Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent, the Province may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

8. Debriefing

At the conclusion of the Request for Proposals process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing meeting with the Province.

9. Alternative Solutions

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

10. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Province for purposes of clarification.

11. Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Province, if any. If the Province elects to reject all proposals, the Province will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

12. Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

13. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing date.

14. Firm Pricing

Prices will be firm for the entire Contract period unless this Request for Proposals specifically states otherwise.

15. Currency and Taxes

Prices quoted are to be:

- a) in Canadian dollars;
- b) inclusive of duty, where applicable; FOB destination, delivery charges included where applicable; and
- c) exclusive of Goods and Services Tax and Provincial Sales Tax.

16. Completeness of Proposal

By submission of a proposal the Proponent warrants that, if this Request for Proposals is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no charge.

17. Sub-Contracting

- a) Using a sub-contractor (who should be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the proposal.
- b) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Province's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Government Contact Person listed on page 1 prior to submitting a proposal.
- c) Where applicable, the names of approved sub-contractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made, to this list in the Contract without the written consent of the Province.

18. Acceptance of Proposals

- a) This Request for Proposals should not be construed as an agreement to purchase goods or services. The Province is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The Province will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

19. Definition of Contract

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

20. Contract

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Province on the terms set out in Appendix 1.

21. Liability for Errors

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

22. Modification of Terms

The Province reserves the right to modify the terms of this Request for Proposals at any time in its sole discretion. This includes the right to cancel this Request for Proposals at any time prior to entering into a Contract with the successful Proponent.

23. Ownership of Proposals

All proposals submitted to the Province become the property of the Province. They will be received and held in confidence by the Province, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this Request for Proposals.

24. Use of Request for Proposals

Any portion of this document, or any information supplied by the Province in relation to this Request for Proposals may not be used or disclosed, for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submission of a proposal, the Proponent agrees to hold in confidence all information supplied by the Province in relation to this Request for Proposals.

25. Reciprocity

The Province may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

26. No Lobbying

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the Province, including the evaluation committee and any elected officials of the Province, or with members of the public or the media, about the project described in this Request for Proposals or otherwise in respect of the Request for Proposals, other than as expressly directed or permitted by the Province.

B. REQUIREMENTS AND RESPONSE

1. SUMMARY OF THE PROJECT

Corrections Capital Projects – Phase 1

- Fraser Regional Correctional Centre, Maple Ridge, BC;
- Alouette Correctional Centre for Women, Maple Ridge, BC

Expansion of Fraser Regional Correctional Centre (FRCC) (ARES Project #1094836)

- Addition of 144 new cells in a medium custody facility;
- Project Budget of \$36,000,000;
- Procurement utilizing a Design-Build method of project delivery;
- Construction completion by December 2010.

Expansion of Alouette Correctional Centre for Women (ACCW) (ARES Project #1094837)

- Addition of 104 new cells in a maximum custody facility;
- Project Budget of \$31,000,000;
- Procurement utilizing a Design-Build method of project delivery;
- Construction completion by October 2010.

The purpose of this Request for Proposals is to select an Owner's Consultant Team as defined in the Request for Proposals to work with the Client, and to provide advisory consultant services as outlined for the Project.

The Province reserves the right to negotiate for an additional scope of services at a future date.

The Province reserves the right to reject any or all submissions.

2. ADDITIONAL DEFINITIONS

In addition to the Request for Proposals Definitions set out in paragraph 1 of Section A, throughout this Request for Proposals, the following definitions will apply:

Agreement

The Agreement means the written Contract resulting from this Request for Proposals executed by the Province and the Contractor.

ARES

ARES is Accommodation and Real Estate Services of the Ministry of Labour and Citizens' Services.

ACCW Project

The Alouette Correctional Centre for Women project in Maple Ridge, B.C.

Base Building Construction

Base Building Construction is the construction work performed on the building; this does not include Furniture, Fixtures and Equipment (FF&E), but may include specialty construction such as fences, security systems, etc.

CCP – Phase I

CCP Phase I is the Correction Capital Plan – Phase I.

Client / Owner / Province

Shall mean Her Majesty the Queen in Right of the Province of British Columbia, By the Minister of Labour and Citizens' Services, Shared Services BC, represented by Accommodation and Real Estate Services often referred to as ARES.

Construction Budget

The Construction Budget is the Client's combined estimate of the Construction Cost and contingencies, and is exclusive of GST.

Construction Manager

The Construction Manager is the entity engaged by the Client to work with the members of the Project Team and manage the overall construction delivery process.

Consultant

For the purposes of the Request for Proposals, the Consultant shall mean the Owners Consultant Team and may be any professional firm registered, or capable of being registered, in the Province of British Columbia. The Consultant is a person or an entity engaged by the Client to work with the members of the Project Team, manage and deliver the overall design and construction contract administration services as described.

Consulting Team

The Consultant and its Sub-Consultants is a group acting together to perform the services as outlined for this Project.

Corrections

Corrections is the Ministry of Public Safety and Solicitor General)MPSSG, Corrections Branch, Adult Custody Division.

Cost Consultant

The Cost Consultant is the consultant providing complete cost consulting services. The terms “Cost Consultant” and Quantity Surveyor” shall be deemed to have the same meaning.

FRCC Project

The Fraser Regional Correctional Centre project in Maple Ridge, B.C.

FOIPP Act

The FOIPP Act is the British Columbia, Ministry of Labour and Citizens' Services, Office of the Chief Information Officer, the Freedom of Information and Protection of Privacy Act.

Contractor

The Contractor is the entity contracting with the Client to provide all design services and all labour, materials, and equipment for the execution of the Work.

LEED

LEED is the Canada Green Building Council's (CaGBC) Leadership in Energy and Environmental Design green building rating system.

Owner's Consultant Team

The Owner's Consultant Team is the successful proponent providing complete Owner's consulting service as described in this RFP.

Payment Certifier

The Payment Certifier is the issuer of a certificate of payment to ARES based on the Owner Consultant's site review and on the Design-Builder's schedule of values and application for payment, that the Design-build work has progressed to the value indicated.

Preferred Proponent

The Preferred Proponent is the proponent whose proposal, as determined by the Program staff through the evaluation analysis described in the RFP, provided the best overall value in meeting the requirements of the RFP, and with whom an Agreement will be considered.

Program

The Program is the Corrections Capital Projects – Phase I Program. As contemplated by this RFP the Program consists of the FRCC Project, the ACCW Project and the Pre-trial Facility Project.

Program Team

The Program Team consists of those persons assigned to the Program, being ARES Staff, Corrections staff, the Project Manager's staff and any other Client's consultants.

Project

The Project as described in this contract means the total enterprise or endeavour contemplated of which the Work may be whole or a part.

Project Budget

The Project Budget is the Client's estimated total expenditure for the entire project, and includes the Construction Budget, professional fees, and all other costs to the Client for the project.

Project Contact

The Project Contact is the single entity through which Proponents shall submit questions and receive clarification and addenda as shown in the Notice to Potential Proponents.

Project Manager

For the purposes of the Request for Proposals, the Project Manager shall mean the entity responsible for managing the overall project delivery process and acting as the liaison with the Client, Consultant, General Contractor, and user groups and departments.

Project Team

The Project Team is the entity responsible for the project delivery and shall consist of representatives of the Client, the Project Manager, the Consulting Team, and possibly a Construction Manager and representatives of other groups as designated by the Client for provision of additional input.

Proponent

The Proponent is a legal entity, being a person, partnership or firm that submits a Proposal in response to this RFP.

Proposal

The Proposal is the Consultant's response to the RFP.

Purchasing

Purchasing is the Accommodations and Real Estate Services purchasing department.

RFP

RFP is this Request for Proposal package in its entirety, inclusive of all Appendices and any bulletins or Addenda that may be issued by the Owner

Services

Services refers to all of the services and deliverables to be provided by the Successful Proponent as described in this RFP.

Sub-Consultant

The Sub-Consultant is the entity engaged by the Consultant to provide services supplementary to those provided by the Architect.

Sub-Contractor

The Sub-Contractor is the entity engaged by the General Contractor or Construction Manager responsible for trade or specialized components of the construction work.

3. PROJECT OVERVIEW

3.1 PROJECT HISTORY / BACKGROUND

Corrections provide supervision of:

- offenders in the community,
- those persons on bail supervision while awaiting trial,
- custodial accommodations for offenders sentenced to custody and
- persons remanded to custody awaiting trial.

The Corrections Branch also supervises offenders awaiting transfer to federal prison, federally sentenced offenders transferred to provincial jurisdiction and individuals detained under the Federal Immigration Act. The provincial correctional system is responsible for accommodating offenders serving sentences of up to two years less a day. Longer sentences are serviced in federal facilities.

Correctional centres in BC have reached maximum capacities as the inmate population is at a record high and continues to rise. The Adult Custody Division of Corrections requires additional capacity, without delay, to accommodate this rising population. The Corrections Capital Projects – Phase I Additions initially will provide under this scope of work 248 new inmate cells, at a total Project Budget of \$67,000,000. The major additions and expansion under the Phase I program consists of the following two sub-projects:

- Expansion of Fraser Regional Correctional Centre (FRCC)
- Expansion of Alouette Correctional Centre for Women (ACCW)

The purpose of this Request for Proposal is to select an Owner's Consultant Team to provide consulting services as specified herein to ARES for the delivery of the ACCW and FRCC projects.

ARES is intent on procuring the design and construction of the above-noted two expansion projects using a "Design-Build" strategy. To ensure that the successful Design-Build Proponents is meeting the Client's Statement of Requirements, the Corrections Programme and the Technical Standards for the two projects, ARES and Corrections will look to the services of a team of consultants to assist with the delivery and monitoring of the complete Design-Build process on their behalf.

ARES is requesting written proposals for Client's Consultant Team service for the Corrections Capital Project – Phase I – expansion of FRCC and ACCW.

3.2 PROJECT DESCRIPTION

3.2.1. Expansion of Fraser Regional Correctional Centre (FRCC) (ARES Project #1094836)

- Addition of 144 new cells in a medium custody facility;
- Project Budget of \$36,000,000;
- Procurement utilizing a Design-Build method of project delivery;
- The Programming Phase has been completed;
- The Technical Standards have been developed and are complete;
- The RFQ for the Design-Build Proponents is currently underway;
- The RFP for the successful Design-Build Proponents will be available in September 2008;
- The successful Design-Build Proponent will be contracted by January 2009;
- Construction completion by December 2010.

3.2.2. Expansion of Alouette Correctional Centre for Women (ACCW) (ARES Project #1094837)

- Addition of 104 new cells in a maximum custody facility;
- Project Budget of \$31,000,000;
- Procurement utilizing a Design-Build method of project delivery;
- The Programming Phase has been completed;
- The Technical Standards have been developed and are complete;
- The RFQ for the Design-Build Proponents is currently underway;
- The RFP for the successful Design-Build Proponents will be available in September 2008;
- The successful Design-Build Proponent will be contracted by January 2009;
- Construction completion by October 2010.

3.2.3. Other Documents Preparation

- **Development of master technical standards for Corrections Facilities**

The Province has developed master technical standards for Corrections . Project specific specifications have been developed for the ACCW and FRCC Projects.

- **Development of programme documents**

The Province has developed a new programme for the delivery and operations of correctional facilities. Project specific programmes for a new FRCC medium security facility and a new ACCW secure facility have been developed.

Sustainability and environmental stewardship will form an important component of the Program. The facilities are required to be designed in accordance with principles of sustainability and the Canadian Green Building Council's (CaGBC) LEED Green Building Rating System for New Construction 1.0. **and all projects have been mandated to meet a LEED Gold standard.** At the completion of the Programming Phase and the completion of the Technical Standards for FRCC and ACCW, the projects will be registered under the LEED® Gold certification level.

The ACCW & FRCC facilities will be owned by ARES and operated by Corrections.

All agreements related to the delivery of this Programme will be with ARES.

ARES is seeking the services of a qualified Owner's Consulting Team to assist ARES and Corrections with the major additions to the above noted correctional facilities.

The proponent must clearly document how their proposed services will ensure the success of these projects.

3.3 PROJECT EXPECTATIONS

Project expectations include:

- Provision of architectural, engineering and corrections operational consulting services under the direction of a Project Manager. (See Appendix 1 – Professional Consulting Services Contract);
- The above projects are completed as per the schedule;
- Ministry planning principles and policies are followed;
- LEED Gold rating is achieved.

3.4 PROGRAMME / DETAILED SCOPE OF WORK

3.4.1. Team Make Up

The Owner's Consultant Team must be made up of the following registered professionals with the indicated responsibilities:

Professionals	Responsibilities
o Architect	• Prime Consultant, leader and coordinator of the Owner's Consultant Teams. • Reviewer of all architectural elements of the projects. • Payment Certifier.
o Structural Engineer	• Reviewer of all structural elements of the projects.
o Civil Engineer	• Reviewer of all site and civil elements of the project
o Mechanical Engineer	• Reviewer of all mechanical elements of the projects.
o Electrical Engineer	• Reviewer of all electrical elements of the projects.
o Division 17 Consultant	• Reviewer of all Security & BSCS elements of the projects.
o Corrections Operational Consultant	• Reviewer to comment on the operational implication of all elements of the project.
o Energy Simulation Consultant	• Conduct energy simulations to validate Proponent's energy projections.

3.5 CONSTRUCTION BUDGET

See the project descriptions above, for the individual project budgets and construction budgets.

3.6 SCHEDULE

See the project descriptions above for the individual project schedules.

3.7 SITE TOUR

A Proponents' site tour will not be conducted.

4. PROJECT REQUIREMENTS

4.1. GENERAL

.1 Client / Consultant Agreement

The attached Appendix 1 – Professional Consulting Services Contract, as intended for this Project clearly defines the consulting services scope of the work. This Request for Proposals, including any Addenda, must be read in conjunction with Appendix 1, Professional Consulting Services Contract and together shall form the overall agreement to which the Consultant and its Sub-Consultants are bound.

.2 Environmental Stewardship

The Consultant acknowledges and shall support the Client's commitment to environmental sustainability through the ARES Environmental Stewardship policy. More information on ARES' Environmental Stewardship can be found at:

http://www.accommodationandrealstate.gov.bc.ca/Environmental_policy.asp

.3 Security Clearance

The Client may, in its sole discretion, require security clearances in a form satisfactory to the Client from the Consultant and Sub-Consultants before entering into a contract. Any costs associated with obtaining such security clearances will be borne by the Consultant at no cost to the Client.

.4 Location and Facilities

The Consultant must be prepared to typically work at their own work location and must be accessible by telephone, fax and e-mail. The Consultant must have access to standard office automation tools (i.e., e-mail, MS Word, MS Excel, MS PowerPoint). MS Project and Adobe PDF may be required for certain assignments.

.5 Value Management

The Consulting Team will make every effort to review the design and comment to the Owner the most cost effective project and be involved in the value management process to achieve this end. At appropriate points in the Design Development and Construction Document Phases, all members of the Consulting Team should include for involvement in value analysis sessions. The facilitation of these sessions will be the responsibility of the Client.

.6 Services and Information

The Client shall furnish services, materials and information following appointment as applicable for the project, including – Standards and Manuals:

- ARES Technical Standards General and specific to each of the projects
- Indoor Air Quality (IAQ) Standards
- Intrusion Alarm System Specifications
- Ministry of Health – Healthy Workplace Design Guidelines
- Ministry of Attorney General - Facility Security Standards

.7 Relationship Disclosure and Review Process

- (a) Without limiting any other term of this RFP, the Province may in its sole discretion disqualify any Respondent that in the Province's opinion has an actual conflict of interest or unfair advantage or has a relationship that has the potential for a conflict of interest to occur.
- (b) Respondents must submit with their Response the completed Relationship Disclosure Form attached as Appendix 2.
- (c) Each Respondent, including each member of the Respondent Team, and all other firm, corporate, and individual members of the Respondent Team, will fully disclose all relationships they may have with the Province, Partnerships BC, any Restricted Party, or any other person providing advice or services to the Province with respect to this project:
 - (i) by submission of the completed Relationship Disclosure Form with its Response; and
 - (ii) thereafter during the review of the Responses by the Province, by written notice to the contact person at the mailing address or email address on the front cover of this RFP promptly after becoming aware of any such relationship.
- (d) At the time of such disclosure, the Respondent will include sufficient information and documentation to demonstrate that appropriate measures have been or will be implemented to mitigate, minimize or eliminate the actual or potential conflict of interest or unfair advantage, as applicable. The Respondent will provide such additional information and documentation and implement such additional measures as the Province may require in its sole discretion in connection with the Province's consideration of the disclosed relationship and proposed measures.

.8 Restricted Parties

At this Stage, the Province has identified the following Persons as Restricted Parties because of their direct and recent or current involvement in the Design Build RFQ Selection Process or the planning or implementation of the Project:

- JR Huggett of JR Huggett Co. – Design Build Procurement Advisor
- Douglas Sanders of Borden Ladner Gervais LLP – Legal Counsel
- George Macauley of Macauley & Associates Consulting Inc. – Fairness Reviewer

This is not an exhaustive list of Restricted Parties. Additional persons may be added to the list at any stage of the Selection Process. This and any other RFP related to these projects will determine the identity of the Consulting Team as Restricted Parties for the purpose of the Design-Build RFQ. Neither the Province nor any of its employees, advisors and representatives is liable to any Respondent for any claims, whether for costs of preparation of the Response, loss of anticipated profit, loss of opportunity or any other matter whatsoever, for any use or reliance on this list or use or inclusion of Restricted Parties in any submission for the selection process.

.9 Use or Inclusion of Restricted Parties

- (a) The Province may, in its sole discretion, disqualify a Respondent or impose such conditions on the Respondent's continued participation in the Province's selection process as the Province may consider to be in the public interest or otherwise appropriate, if the Respondent uses or includes a Restricted Party in the Respondent Team:
 - (i) to advise or otherwise assist the Respondent in connection with the Respondent's preparation of the Response or otherwise in the Province's selection process; or
 - (ii) as an employee, advisor or consultant to the Respondent or a Respondent Team member.
- (b) Each Respondent is responsible to ensure that neither the Respondent nor any member of the Respondent Team uses, consults or seeks advice from any Restricted Party or includes any Restricted Party in the Respondent's Team.

.10 Fairness Reviewer

- (a) The Province has appointed a Fairness Reviewer with the responsibility to review the evaluation process undertaken pursuant to this RFP, the design-build RFQ and any other RFP related to these projects and to review the Province's process for the selection of Respondents. The Fairness Reviewer will provide a written report at the end of the RFQ and RFP stage to the Province.
- (b) The Fairness Reviewer will be provided full access to all documents and information related to the Province's evaluation process undertaken and other activities associated with this RFP, the RFQ and other RFP's related to these projects as may be required by the Fairness Reviewer.
- (c) The Fairness Reviewer will also make decisions on conflicts of interest and unfair advantage, including whether a person is a Restricted Party. All such decisions shall be final and binding. Any person may seek an advance decision from the Fairness Reviewer, provided that such is made in writing at least ten (10) days prior to the closing date and time. The Fairness Reviewer shall be entitled to request any information he or she believes necessary to make a decision.

4.2 CONSULTING TEAM RESPONSIBILITIES

.1 Commissioning

A Commissioning Authority is to be contracted by ARES.

.2 Special Studies

The Client has hired consultants to carry out the necessary Special Studies as required for this project.

.3 Meetings

The Owner's Consulting Team shall attend Project Team Training sessions and Partnering workshops organized by the Client.

.4 Green Building Requirements

The Owner's Consulting Team shall review the design to ensure that all three projects obtain a "Gold" LEED rating.

.5 Energy Simulations

Energy performance simulations will be preformed by the D-B Team at the Schematic Design and Design Development Phases of this project. The Owner's Consulting Team shall allow for working with the Client in reviewing these simulations, reviewing the results, and taking them into account in order to further direct the implement an optimized design solution.

.6 Integrated Design Process

The D-B Team is expected to utilize an Integrated Design Process and support the Client's initiatives on "Green Building". The Owner's Consulting Team shall review and comment on the following environmental qualities in the designs where practical and where lifecycle cost benefits can be clearly demonstrated:

- Sustainable site planning
- Energy efficiency
- Feasible and cost effective passive solar energy, natural lighting and ventilation
- Safeguarding water and water efficiency
- Landscape areas should be designed to be low maintenance and should have low water usage
- Conservation of materials and resources
- Existing and salvaged material and products, where practical
- Durable and recyclable materials
- Building components in their manufactured size thus minimizing off-cuts
- Indoor environmental quality

.7 Interior Design – Space Planning Review

The Owner's Consulting Team shall review and comment on the Interior Design for furnishings, including space planning, design, and specifications for furniture, artwork, window coverings and plants.

.8 Enhanced Building Envelope Services

The D-B Team shall provide enhanced building envelope services as part of their scope of work. The inclusion of separate, specialist Building Envelope Professional as a member of the D-B Team will be encouraged. The Owner's Consulting Team shall review and comment on the building envelope features of the projects.

4.3. GENERAL REQUIREMENTS ACCW & FRCC

See Schedule A of the Professional Services Contract

4.4. SCHEDULE

The following preliminary targets are provided to organize the services provided for this RFP. The Owner's Consultant Team is expected to provide services to the Client up to the end of the Warranty Period.

Activity	ACCW Design-Build Project	FRCC Design-Build Project
Select Owner's Consultant Team	September, 2008	September, 2008
Design-Build RFQ onto the street	June 25, 2008	June 25, 2008
Completion of Programme and Technical Specifications	August, 2008	August, 2008
Select Design Build Proponents	September, 2008	September, 2008
Design Build RFP issued	September, 2008	September, 2008
Evaluation of Design-Build Proposals and Award Contract	December, 2008	December, 2008
Design Development	January, 2009	January, 2009
Commence Construction Documents	March, 2009	March, 2009
Construction Start	May, 2009	May, 2009
Substantial Completion	October 31, 2010	December 31, 2010
Start of Operations	February 1, 2011	April 1, 2011
End of one year warranty	October 31, 2011	December 31, 2011

5. EVALUATION FORM AND CRITERIA

5.1 CONSULTANT SELECTION PROCEDURE EVALUATION FORM

Refer to following form and evaluation criteria.

5.2 METHODOLOGY

ARES has formulated the procedures set out in this RFP to ensure that it receives Proposals through a competitive process, and that Proponents receive fair and equitable treatment in the solicitation, receipt and evaluation of their Proposals. ARES may reject the Proposal of any Proponent who fails to comply with any such procedures.

Proposals must address the RFP content requirements as outlined herein, must be well ordered, detailed and comprehensive. Clarity of language, adherence to suggested structuring, and adequate accessible documentation is essential to ARES' ability to conduct a thorough evaluation. ARES is interested in proposals that demonstrate efficiency and value for money. General marketing and promotional material will not be reviewed or considered.

Proponents should show understanding of the Project scope, have completed projects of similar type, have a track record of successful works of similar scale and complexity, and should be in a position to provide references demonstrating these qualities. The Owner's Consultant Teams should demonstrate integration and innovation in their design review and management approach and effective inter-disciplinary collaboration leading to cost effective solutions, both in initial capital cost and ongoing operating costs.

The attached Consultant Selection Procedure Evaluation Form will be completed as part of the evaluation process for all Owner's Consultant Teams. Each Owner's Consultant Team will be evaluated with respect to the criteria during the selection review process in order to determine a rating value or total score reflecting their level of performance on each heading. Proponents should ensure that they fully respond to all criteria in order to receive full consideration during the evaluation.

5.3 PROPOSAL FORMAT

The following format, sequence and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration.

- .1 Proposal submissions should be organized in the sequence and conform to the headings indicated in the Evaluation Form, and include a matching Table of Contents;
- .2 All pages should be consecutively numbered;
- .3 Proposal envelopes should be clearly marked with the name and address of the Proponent, the Request for Proposals number, the project title, and the name and address of person to which the Proposal is being delivered;
- .4 Personnel identified in submissions will be individuals dedicated to day-to-day delivery the work. Substitutions in project staffing shall not be made without approval of the Client;
- .5 Cover letters and supplementary information not requested will not form part of the evaluation;
- .6 Proposal submission suggested format:
 - standard 8.5" x 11" format, bound;
 - either horizontal or vertical format, font should not measure less than Times New Roman size 9 in height;
 - Maximum 20 to 30 single-sided pages responding directly to evaluation criteria;

- Attached as Appendices:
 - Mandatory - Request for Proposals cover page completed;
 - Mandatory - Submission Form completed;
 - Mandatory - Relationship Disclosure Form;
 - Personnel curricula vitae/ resumes;
 - Client references

5.4 MANDATORY SUBMISSION REQUIREMENTS

Proposals not clearly demonstrating that they meet the following Mandatory Submission Requirements will be deemed as non-compliant and excluded from further consideration during the evaluation process.

Mandatory Submission Requirements are:

- .1 The Proposal must be received at the closing location before the specified Closing Time;
- .2 The Proposal must be in English and must not be sent by regular mail, facsimile or e-mail;
- .3 The Proposal must include an unaltered and properly completed Request for Proposals cover page, including Proponent Section as per instructions;
- .4 The Proposal must include an unaltered and properly completed Submission Form; and,
- .5 The Proposal must include a signed Relationship Disclosure Form as per Appendix 2.



SELECTION EVALUATION FORM OWNER'S CONSULTANT TEAM SERVICES

	CONSULTANTS					
INTRODUCITON AND PROJECT UNDERSTANDING	10					
1. Introduction; Outline of firm and Consultant Team	5					
2. Understanding of the project; Knowledge of site, local conditions, Municipality	5					
FIRM / TEAM EXPERIENCE AND CAPABILITY	50					
3. General firm and Consultant Team experience	5					
4. Project-specific experience, project type and scale	10					
5. Experience with LEED/environmental sustainability	5					
6. Proposed project personnel, current work load, staff availability, depth of technical ability	30					
METHODOLOGY AND MANAGEMENT	10					
7. Project methodology, design and construction administration methods, quality assurance and control	5					
8. Budget and cost control methodology; techniques for value management	5					
PROPOSAL AND FEES (No Written Response Required)	30					
9. Presentation quality, adherence to Evaluation Form sequence, readability	5					
10. Proposed Fee	25					
TOTAL	100					

5.5 EVALUATION CRITERIA

- A.**
 - 1. General description of Consultant's firm history, and the Sub-Consultant team proposed for the Project.
 - 2. Does the Consultant Team fully demonstrate an understanding of the unique requirements of this Project? Is the Consultant Team familiar with the site, local climate, and the local by-laws and approval process, etc.?
- B.**
 - 3. Does the Consultant Team have experience working with a variety of project types of this magnitude? List major projects completed in the past ten years, the owner, value and Consultant's role.
 - 4. Does the Consultant Team have experience with this specific project type? List relevant projects completed in the past ten years, the owner, value and Consultant's role.
 - 5. Has the firm experience with LEED / environmental sustainability?
 - 6. List all staff and roles within the company and, if applicable, associated companies who will be affiliated with the Project. Indicate the staff dedicated to the Project, their relevant experience and role on the Project. Attach a resume for key personnel assigned to the Project. Is the technical capability and depth available for all stages and deliverables required by the Project?
- C.**
 - 7. Do the Consultant Team members demonstrate an ability to manage themselves both within each firm and as a team to deliver excellent service? Does the Consultant Team demonstrate an effective monitoring and reporting process? Does the Consultant Team demonstrate an ability to communicate and manage both in a Project Team arrangement and with Contractors on site to deliver excellent service?
 - 8. Describe how the Consultant Team will contribute to cost control. Provide examples and references of past projects to show how well the Consultant's firm has adhered to budgets. Are there established methods to ensure budget control? Does the Consultant Team have experience with the value management process and do they demonstrate ways in which value management is entrenched in their normal design process?
- D.**
 - 9. Was the quality and content of their proposal in keeping with the size and complexity of this Project? Is the proposal responding to and in keeping with the RFP requirements and Evaluation Form sequence?
 - 10. What are the proposed fees and how do they compare to the other Proponents? The following calculation will be used to assign points:

25 points x lowest fee / Proponents fee

6. SUBMISSION FORM

Please complete and submit the following with your proposal.

The Client intends to have the Owner's Consultant Team provide shadow design team services during the development and delivery of the following correctional facilities projects:

- FRCC
- ACCW

The Consulting Team consisting of the following firms:

Firm Name	Discipline

1. If the Client elects to proceed with the development of the projects, the Consultant agrees to provide the necessary professional services, including all listed Sub-Consultant services as required for a fixed fee of _____ (\$_____).

2. The following Pricing Detail Form must be returned with the submission:

Item		ACCW	FRCC
1	Evaluation of Design-Build RFP	\$	\$
2	Test Design	\$	\$
3	Interconnection Design	\$	\$
4	Evaluate Design Build Submissions	\$	\$
5	Review of Design Build Solutions at 30%	\$	\$
6	Review of Design Build Solutions at 50%	\$	\$
7	Review of Design Build Solutions at 95%	\$	\$
8	Review of Design Build Solutions at 100%	\$	\$
9	Construction Review	\$	\$
	Subtotal of items 1-9	\$	\$
10	Payment Certifier (additional services)	\$	\$
GRAND TOTAL FEE			

If Additional Services are required, the following are the names and hourly rates for work requiring professional expertise by firm / team principals:

[illegible]

Accommodation and Real Estate Services
Ministry of Labour and Citizens' Services

APPENDIX 1



**MINISTRY OF LABOUR AND CITIZENS' SERVICES
ACCOMMODATION AND REAL ESTATE SERVICES**

**PROFESSIONAL CONSULTING SERVICES
CONTRACT**

**OWNER'S CONSULTANT TEAM SERVICES
CORRECTIONS CAPITAL PROJECTS – PHASE 1**

ALOUETTE CORRECTIONAL CENTRE FOR WOMEN, MAPLE RIDGE, B.C.

FRASER REGIONAL CORRECTIONAL CENTRE, MAPLE RIDGE, B.C.

PROJECT No.: 1093923

DATE: SEPTEMBER, 2008

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SCHEDULE A.....CONSULTANT'S RESPONSIBILITIES

SCHEDULE B.....CLIENT'S RESPONSIBILITIES

DEFINITIONS

Additional Services

Additional Services are those professional services which are not included in the *Base Services*, but which are subsequently added to, or which adjust, the *Base Services* through a *Variation*.

Additional Services Fee

The *Additional Services Fee*, as defined in Article A-10, is the fee for the *Additional Services*.

Base Services

Base Services are those professional services required to fulfil the Consultant's obligations in this Contract, including those services identified in Article A-7 of the Agreement.

Base Services Fee

The *Base Services Fee*, as defined in Article A-10, is the fee for the *Base Services*.

Client/Owner

Shall mean Her Majesty the Queen in Right of the Province of British Columbia, By the Minister of Labour and Citizens' Services, Shared Services BC, represented by Accommodation and Real Estate Services often referred to as ARES.

Client Representative

The *Client Representative* is the representative of the *Client* as described in Article A-12 of the Agreement.

Commissioning

Commissioning is the process of advancing systems and components from a state of completed static installation to a state of full working order, during which time the *Client's* operating staff are instructed in systems operation and maintenance.

Construction Budget

The *Construction Budget* is the *Client's* combined estimate of the *Construction Cost* and contingencies, and is exclusive of GST.

Construction Cost

Construction Cost means the value of all elements of the *Project* designed, specified or ratified by the *Consultant*, including cash allowances, building permit fees, changes, construction management fees or other fees for the coordination and procurement of construction services, and all applicable taxes, exclusive of GST. *Construction Cost* does not include the compensation of the *Consultant*, the cost of the land, rights-of-way, or other costs which are the responsibility of the *Client*.

Consultant

Consultant is as identified in Article A-3 of the Agreement.

Consultant Representative

The *Consultant Representative* is the representative of the *Consultant* as described in Article A-12 of the Agreement.

Consulting Team

The *Consulting Team* is the *Consultant* and its *Sub-Consultants* as a group acting together for this *Project*.

Cost Consultant

The *Cost Consultant* is the entity engaged and compensated by the *Client* to provide estimates of the *Construction Cost* and advise on methods of maintaining that cost within the agreed *Construction Budget*.

Contract

The *Contract* is this contract, as may be amended from time to time, including the Definitions, the Agreement, the General Conditions, and all affixed Schedules.

Contract Documents

The *Contract Documents* are the documents that form the executed agreement between the *Client* and the *Design-Build Proponent*

Contractor

The *Contractor* is the entity contracting with the *Client* to provide all labour, materials, and equipment for the execution of the *Work*. If the *Project* is being undertaken using a design build procurement method, the term *Contractor* may represent a combination of parties but will, for the purposes of this *Contract*, be referred to in the singular.

Design-Build Proponent

The *Design-Build Proponent* is the entity contracting with the *Client* to provide all labour, materials, and equipment for the execution of the *Work*.

Fees

The *Fees* are the sum of the *Base Services Fee* and the *Additional Services Fee*.

Final Certificate of Payment

Final Certificate of Payment is the document that confirms the entire *Work* (except those items arising from the provisions of the warranty clause in the *Contract Documents*), has been performed in accordance with the requirements of the *Contract Documents*.

Project

The *Project* as described in this *Contract* means the total enterprise or endeavour contemplated of which the *Work* may be the whole or a part.

Project Budget

The *Project Budget* is the *Client's* estimated total expenditure for the entire project, and includes the *Construction Budget*, professional fees, and all other costs to the *Client* for the project.

Project Manager

The person or an entity appointed by the *Client* responsible for managing the overall *Project* delivery and acting as the *Client's* liaison with the *Consultant*, *Contractor* and user groups and departments.

Project Team

The *Project Team* is the entity responsible for the *Project* delivery and shall consist of representatives of the *Client*, the *Project Manager*, the *Consultants*, and representatives of other groups as may be designated by the *Client* for provision of additional input.

Proposal

The *Proposal* is the *Consultant's* response to the *RFP*.

RFP - Request for Proposals

RFP is this Request for Proposal package in its entirety, inclusive of all Appendices and any bulletins or Addenda that may be issued by the Owner

Reimbursable Expenses

Reimbursable Expenses are the *Consultant's* reasonable, actual out of pocket expenses required for performance of the *Services* and that are payable by the *Client*, as defined in GC10.5.

Services

Services refers to all of the services and deliverables to be provided by the Successful Proponent as described in this RFP.

Sub-Consultants

Sub-Consultants means consultants or other entities engaged by the *Consultant* for the *Project*, for which the *Consultant* is responsible.

Substantial Performance of the Work

Substantial Performance of the Work has the meaning attributed to the term “completed” in the *Builders Lien Act*.

Value Added Taxes

Value Added Taxes means such sum as shall be levied upon the *Fees* and *Reimbursable Expenses* by the Federal Government and is computed as a percentage of the fees and *Reimbursable Expenses* and includes the Goods and Services Tax, the Quebec Sales Tax and any similar tax, the payment or collection of which is by the legislation imposing such tax an obligation of the *Consultant*.

Variation

A *Variation* is a written amendment to the *Owner's Consultant Team Contract* between the *Consultant* and the *Client* prepared by the *Project Manager* and signed by the *Client* stating their agreement to:

- (a) change the *Services*;
- (b) provide the method of adjustment of the amount of the adjustment in the *Fees*, if any; and
- (c) provide the extent of the adjustment in the contract time, if any.

Work

The *Work* includes the whole of the design and construction of the *Project*, including materials, matters and things required to be done, furnished and performed by the *Contractor* under the *Contract Documents*.

Work Product

Work Product means all drawings, data, plans, models, designs, reports, specifications and other documents and all concepts, inventions, methods, mechanisms, know-how, products and processes and any other deliverables to be prepared, produced or supplied by *Consultant* under the *Contract* as part of the *Services*, and all copyright and other intellectual property rights therein.

AGREEMENT

- A1 This Agreement made in triplicate as of the _____ day of the month of August in the year of two thousand eight.
- A2 Between the *Client*: Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Labour and Citizens' Services or the Ministers' authorized representatives
3350 Douglas Street, Victoria, British Columbia, V8Z 3L1
- A3 and the *Consultant*: (Legal name of firm)
(Mailing address)
- A4 For the following *Project*: Corrections Capital Projects – Phase 1 consisting of:
- Alouette Correctional Centre for Women, Maple Ridge, BC,
- Fraser Regional Correctional Centre, Maple Ridge, BC
- Expansion of Fraser Regional Correctional Centre (FRCC) (ARES Project #1094836)
- Addition of 144 new cells in a medium custody facility;
 - Construction Budget of \$36,000,000;
 - Procurement utilizing a Design-Build method of project delivery;
 - Construction completion by December, 2010.
- Expansion of Alouette Correctional Centre for Women (ACCW) (ARES Project #1094837)
- Addition of 104 new cells in a maximum custody facility;
 - Construction Budget of \$31,000,000;
 - Procurement utilizing a Design-Build method of project delivery;
 - Construction completion by December, 2010.
- A5 Not Applicable.
- A6 The anticipated construction procurement method for ACCW & FRCC is:
Design-Build method of *Project* procurement and delivery with a select tender bidding process and construction by the Design-Build Proponent under the standard CCA-CSC-RAIC Document 14 - 2000 Design-Build Stipulated Price Contract and Supplementary Conditions, or similar document.
- A7 In addition to the *Consultant's* responsibilities as described in the General Conditions, including GC2, the *Consultant* shall provide services as described in Schedule A affixed to this *Contract*:
- 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 RFP affixed to this *Contract*:

Schedule B – *Client's* Responsibilities

- A9 The *Consultant* shall work with all necessary *Client*-engaged special consultants and the contractors for this *Project*, including:

Engaged by the *Client*

Project Manager	<i>Cost Consultant</i> / Quantity Surveyor
Geotechnical Engineer	Geothermal Consultant
Environmental Engineer	Legal Surveyor
Topographic Surveyor	Services Locations Consultant
Commissioning Agency	Hazardous Material Consultant
Materials Inspection and Testing Agencies	

- A10 The *Client* shall pay *Fees* and *Reimbursable Expenses* to the *Consultant* within forty-five (45) days after the date that the *Consultant* submits an acceptable invoice to the *Client* for processing and issuance of payment. Invoices shall be issued monthly unless otherwise agreed.

This is to certify that the property and/or services ordered/purchased hereby are for the use of and are being purchased by The Government of the Province of British Columbia with Crown Funds and are therefore not subject to the Goods and Services Tax.

An unpaid invoice shall bear interest, calculated monthly at the rate of Bank of Canada prime plus three percent (Prime + 3%) per annum, commencing forty-five (45) days after the date that the *Consultant* submits an acceptable invoice to the *Client* for processing and issuance of payment.

Base Services Fee:

The *Base Services Fee* is calculated as follows:

Item	Description	ACCW	FRCC
1	Evaluation of Design-Build RFP	\$	\$
2	Test Design	\$	\$
3	Interconnection Design		
4	Evaluate Design Build Submissions	\$	\$
5	Review of Design Build Solutions at 30%	\$	\$
6	Review of Design Build Solutions at 50%	\$	\$
7	Review of Design Build Solutions at 95%	\$	\$
8	Review of Design Build Solutions at 100%	\$	\$
9	Construction Review	\$	\$
	Subtotal of items 1-9	\$	\$
10	Payment Certifier (additional services)	\$	\$
	GRAND TOTAL FEE	\$	

The Base Services Fee shall be invoiced as the Project progresses, apportioned as follows: the percentage of work completed each month

The Consultant may, for services rendered, invoice the Client monthly on an estimated progress basis, consistent with the corresponding certificates issued for payment to the Design-Build Proponent

Additional Services Fees:

Additional Services Fees shall be an agreed fixed fee sum whenever possible. Where such is not possible and the Client agrees in writing, they shall be based on hourly rates computed as follows:

Principals of the *Consultant* (written dollar value) (\$X.XX) per hour or the amounts shown in the Proposal, whichever is less.

Staff at hourly fee rates shall be based on 2% of current nominal monthly salary of the appropriate level of expertise up to a maximum of 80% of the respective principal's rate, or the amounts shown in the Proposal, whichever is less. Nominal salary is defined as the amount an employee is regularly paid each month excluding any bonus or employee's share of salary benefits.

The hourly rates noted above are subject to review and adjustment on the yearly anniversary date of this *Contract*. Where Additional Services are performed on an hourly-fee basis, the *Consultant* shall provide comprehensive timesheet back-up documentation.

Reimbursable Expenses: *Reimbursable Expenses* are defined in GC10.5.

A11 *Consultant* will commence the *Services* on or before _____, 20__ and will perform the *Services* continuously, diligently, faithfully and in a timely manner to Contract Completion to be achieved no later than _____, 20__. *Client* may require *Consultant* to submit a detailed schedule for *Client's* approval. *Consultant* will perform the *Services* in accordance with any such approved schedule.

A12 *Consultant* will assign to the *Services* persons who are qualified and experienced in the work to be performed by them, including the *Consultant Representative* and other key personnel, if any, specified as follows:

Consultant Representative: _____ *Key Personnel:* _____

None of these key personnel will be changed without *Client's* prior approval, except for death, disability, termination of employment or personal compassionate reasons. In addition, *Consultant* will remove from the *Project* site any of its personnel to whom *Client* has reasonable objection based on qualifications, experience or conduct. If any *Consultant* personnel are so changed, they will be replaced with a person approved by *Client* and at no additional cost to *Client*. *Consultant Representative* is authorized to act for and bind *Consultant* on all matters relating to the Agreement.

A13 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 language shall prevail.

A14 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 courier; or if sent by regular post, to have been delivered five (5) working days from the date of mailing. The addresses for official notice shall be as stated in Articles A-2 and A-3 of the Agreement. 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:

A15 The *Client* and the *Consultant* agree as set forth in the following other terms:

Not Applicable.

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

Client

Her Majesty the Queen in Right of the Province of British Columbia, by the Minister of Labour and Citizens' Services, or the Minister's authorized representative

(Name of *Client*)

(Signature)

(Name and title of person signing)

(Signature)

(Name and title of person signing)

Consultant

(Name of *Consultant*)

(Signature)

(Name and title of person signing)

(Signature)

(Name and title of person signing)

Witness

(Signature)

(Name and title of person signing)

GENERAL CONDITIONS

GC1 CLIENT'S RESPONSIBILITIES

- 1.1 The *Client* shall provide information reasonably required for the *Project*.
- 1.2 The *Client* shall provide the *Project Budget*.
- 1.3 The *Client* shall designate a representative authorized to act on the *Client's* behalf with respect to the *Project*. The *Client* or such authorized representative shall examine the documents submitted by the *Consultant* and shall render decisions reasonably promptly.
- 1.4 The *Client* shall furnish reports and recommendations of other consultants as are reasonably required for the *Project*. Reports and recommendations already obtained, or that are to be obtained, by the *Client* are identified in Schedule B – *Client's Responsibilities*.
- 1.5 The *Client* shall engage other consultants and the *Contractor* as required for the *Project* and as identified under Article A-9 of the Agreement.

GC2 CONSULTANT'S RESPONSIBILITIES

- 2.1 The *Consultant* represents and warrants that:
 - .1 the *Consultant* has the capacity, experience, and skill necessary to perform the *Services*;
 - .2 the *Services* will vest in *Client* free and clear of all liens, charges and encumbrances arising from any act or omission of *Consultant* or any of its *Sub-consultants*;
 - .3 the *Services*, including all *Work Product*, will comply with the requirements of the *Contract*;
 - .4 the *Services* will be performed in a good and proficient manner and with no less than the standard of professional skill, care and diligence customarily applied by qualified and experienced professional consultants performing similar work for similar projects; and
 - .5 the *Consultant* will comply, will cause its personnel and each of its *Sub-consultants* to comply, and that the *Services* and each part thereof, complies with: (a) all laws; and (b) the terms and conditions of all permits of which timely notice is given by *Client*, that are applicable to *Consultant's Services* under the *Contract*.
- 2.2 The *Consultant* accepts the relationship of trust and confidence established with the *Client* by this *Contract*, and covenants with the *Client* to furnish the *Consultant's* reasonable skill and judgement and to co-operate with the *Client*-engaged special consultants and *Contractor* in furthering the interests of the *Client* with respect to the *Project*. The *Consultant* shall furnish construction administration and management services and use the *Consultant's* best efforts to perform its work in an expeditious and economical manner consistent with the interests of the *Client*.
- 2.3 The *Consultant* is an independent contractor to the *Client*. The *Consultant* has no authority, and shall not represent itself to have authority, to enter into any legal obligation binding upon the *Client* or otherwise to act in any manner for, or on behalf of, the *Client* except to the extent authorized expressly under or pursuant to this *Contract*. For greater certainty, the *Consultant* shall not have the authority, without the *Client's* prior written approval, to commit to contracts or other commitments binding upon the *Client* including, without limitation, entering into contracts, approving or authorizing *Change Orders* or extensions of time, or settlement of claims or disputes (in this clause collectively referred to as "*Contracts and Commitments*") not approved in writing by the *Client*. If the *Consultant* enters into any *Contracts and Commitments* without the prior written approval of the *Client*, all costs, charges and expenses as a result of, or related to, such *Contracts and Commitments* shall be paid by, and be for the account of, the *Consultant* hereby indemnifies the *Client* for all such costs, charges and expenses.
- 2.4 The *Consultant* shall coordinate and manage the implementation of the *Project*, except for those services provided by the *Client*.
- 2.5 *Additional Services* shall be paid for by the *Client* as provided in this *Contract*, in addition to the compensation for the Base Services. In the event that the *Consultant* considers that any service requested by the *Client* is additional to the Base Services and will require additional fees or a time extension, the *Consultant* shall immediately notify the *Client* and obtain a *Variation* prior to commencing same. In the event of a dispute over whether *Services* are *Base Services* or *Additional Services*, the *Client* shall be entitled to direct the *Consultant* to perform the disputed services and the parties will then resolve such dispute pursuant to GC11.
- 2.6 The *Consultant* shall secure and maintain during the term of this *Contract* such insurance as will protect the *Consultant* from claims under the *Workers' Compensation Act*, from claims for bodily injury, death or property damage and from claims for errors or omissions which may arise from the performance of the *Services*. The *Consultant* shall provide evidence of such insurance satisfactory to the *Client* if requested by the *Client*.

- 2.7 The *Consultant* shall coordinate and cooperate with the *Contractor* and the *Consultants*. The *Consultant* shall give due consideration to all reports, plans, surveys, documents and written instructions which are applicable to the Services and which are provided to the *Consultant* by the *Client* or the *Contractor*.
- 2.8 The *Consultant* shall not invest in or provide any services to or otherwise deal with any individual person, partnership, limited company, organization or other entity that in the reasonable opinion of the *Client* may create, either directly or indirectly, an apparent, perceived or actual material conflict of interest with the *Client* in connection with this *Contract*. In addition, the *Consultant* shall not permit any portion of the *Services* or the *Work* to be undertaken by a worker that would in the reasonable opinion of the *Client* create, either directly or indirectly, an apparent, perceived or actual material conflict of interest with the *Client* in connection with this *Contract*.

GC3 CONSTRUCTION BUDGET AND CONSTRUCTION COSTS

- 3.1 Neither the *Consultant* nor the *Client* has control over other professional fees, land development or other costs related to the entire endeavour of the *Client*, therefore the *Consultant* cannot and does not warrant or represent that *Project* costs will not vary from the *Project Budget*.
- 3.2 Neither the *Consultant* nor the *Client* has control over the cost of labour, materials or equipment, over a *Contractor's* methods of determining bid prices, or over competitive bidding, market, or negotiating conditions and therefore the *Consultant* cannot and does not warrant or represent that bids or negotiated prices will not vary from the *Construction Budget* or *Estimate of Probable Construction Cost*.

GC4 COPYRIGHT AND USE OF DOCUMENTS

- 4.1 The *Client* shall own all property rights and all intellectual property rights, including copyright, in those *Work Products*, including all electronic or digital files and information and the *Construction Documents*, prepared by the *Consultant* and its *Sub-consultants* pursuant to this *Contract*.
- 4.2 Submissions or distribution of the *Work Product*, including all software and electronic media, to meet official regulatory requirements or for other purposes in connection with the *Project* is not to be construed as publication in derogation of the *Consultant's* rights set out in GC4.1.
- 4.3 Subject to GC4.5, the *Consultant* grants to the *Client* a non-exclusive, perpetual, irrevocable, royalty-free worldwide license to use, reproduce and modify the *Work Product* for the internal purposes of the *Client*, including in relation to the *Client's* use and occupancy of the *Project*, its construction, renovations, additions or alterations to the *Project*, and any of its other projects.
- 4.4 The *Client* maintains rights to transfer or sub-license any of its rights under GC4.3 to any third party without the prior written consent of the *Consultant*.
- 4.5 The *Client* shall be entitled to keep original models or renderings which the *Client* specifically commissioned and paid for.
- 4.6 The *Client* acknowledges that the *Consultant* cannot guarantee the electronic authenticity, integrity or completeness of those parts of the *Work Product* that consist of data files supplied, received or processed in electronic format, and that such electronic data files will not contain professional seals or stamps of the *Consultant*.
- 4.7 Notwithstanding any other provision of this *Contract*, the rights and obligations of the parties pursuant to this GC4 shall survive the expiration or sooner termination of this *Contract*.

GC5 LIABILITY OF THE CONSULTANT

- 5.1 The *Consultant* carries professional errors and omissions liability insurance coverage, and the policy is available for inspection by the *Client* at all times, upon request.
- 5.2 Notwithstanding the provision of insurance coverage by the *Client*, the *Consultant* hereby agrees to indemnify and save harmless the *Client*, its successor(s), assign(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions, and causes of action, (collectively referred to as "Claims") that the *Client* may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this *Contract*, that arise out of errors, omissions or negligent acts of the *Consultant* or their *Sub-consultant(s)*, servant(s), agent(s) or employee(s) under or in relation to this *Contract* or the *Services* provided, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the *Client*, its other consultant(s), assign(s) and authorized representative(s) or any other persons.
- 5.3 Notwithstanding any other provision of this *Contract* and for the purposes of this GC5.3 only, the *Consultant* shall be the *Client's* agent in respect of any and all product information in respect of the *Project*. The *Consultant* shall not be liable to the *Client* for reliance on such information provided that it is current.

- 5.4 The *Consultant* shall not:
- .1 be required to make exhaustive or continuous on-site reviews;
 - .2 be responsible for acts or omissions of the *Contractor*, subcontractors or any other persons performing any of the *Work*, or for failure of any of them to carry out the *Work* in accordance with the *Contract Documents*;
 - .3 have control, charge or supervision, or responsibility for construction means, methods, techniques, sequences, or procedures, or, for safety precautions and programs required in connection with the *Work*; and
 - .4 be responsible for any and all matters arising from *Toxic or Hazardous Substances or Materials*, except for promptly reporting the discovery of such to the *Client*, unless matters are due to or arising from the *Consultant's* errors or omissions, or due to their faulty instructions to the *Contractor*, subcontractors or any other persons performing the *Work*.
- 5.5 The *Client* acknowledges that either *Consultant* or the *Client* may engage other consultants on behalf of and for the benefit and convenience of the *Client*; and agrees that the *Consultant* shall not be liable to the *Client*, in contract or in tort, for the acts, omissions or errors of such other consultants when retained by the *Client*. Nothing in this clause shall derogate from the *Consultant* duty of coordination.
- 5.6 At the *Client's* option, the *Consultant* shall, at its own expense, promptly assume the defence of any claim, suit or other proceeding brought against the *Consultant* and their respective servant(s), agent(s), or employee(s) under this *Contract*.
- 5.7 If some or any encumbrance of any kind or nature be placed upon or obtained against the property of the *Client* in, or as a result of any proven legal liability of the *Consultant* and their respective servant(s), agent(s) or employee(s), the *Consultant* shall forthwith cause the same to be discharged. In the event that the *Consultant* shall fail to remove the said encumbrance(s), then the *Client* shall have the right to pay whatever monies may be necessary to fully discharge any and all such encumbrance(s) and all of its costs may be deducted from monies otherwise payable to the *Consultant*, and the *Client* shall furthermore be entitled to any additional costs that it may thereby incur.
- 5.8 General requirements:
- .1 All insurance policies which the *Consultant* is required to obtain shall provide that the insurance shall not be cancelled without the Insurer giving at least thirty (30) days prior written notice to the *Client*.
 - .2 All insurance which the *Consultant* is required to obtain shall be with Insurers registered in and licensed to underwrite such insurance in Canada. All such insurance shall be at no expense to the *Client*.
 - .3 The *Consultant* may take out such additional insurance as it may consider necessary and desirable. All such additional insurance shall be at no expense to the *Client*.
- 5.9 The *Consultant*, during the term of this *Contract*, shall provide, maintain and pay for the following insurance which shall be placed with such company or companies and in such form and amounts and with such deductibles as may be acceptable to the *Client*:
- .1 Professional Errors and Omissions Liability Insurance protecting the *Consultant*, his insurable *Sub-consultants* and their respective servant(s), agent(s), or employee(s) against any loss or damage arising out of the professional services rendered by the *Consultant*, his insurable *Sub-consultants* and their respective servant(s), agent(s) or employee(s) under this *Contract*. Such insurance shall be for an adequate amount acceptable to the *Client* and shall in any event be not less than:
 - .1 For construction valued at \$0.00 to \$2.5 million: \$250,000.00 per occurrence and \$250,000.00 aggregate per term;
 - .2 For construction valued at \$2.5 million to \$7.5 million: \$500,000.00 per occurrence and \$500,000.00 aggregate per term;
 - .3 For construction valued at \$7.5 million to \$15.0 million: \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate per term; or
 - .4 For construction valued over \$15.0 million: negotiated; but not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate per term.

The *Consultant's* *Sub-consultants* shall maintain insurance coverage based on the value of their scope of work, and at minimum \$250,000.00 Errors and Omissions Insurance despite the value of their scope of work.
 - .2 Automobile Liability insurance on all licensed vehicles owned by or leased to the *Consultant*, protecting against damages arising from bodily injury (including death) and from claims for property damage arising out of their use in the operations of the *Consultant*, its *Sub-consultants* and their respective servant(s), agent(s), or employee(s) under this *Contract*. Such insurance shall be for an adequate amount acceptable to the *Client* and shall in any event be not less than two million dollars (\$2,000,000.00) inclusive of any one accident.

- .3 The *Consultant* shall ascertain that all *Sub-consultants* employed by the *Consultant* carry insurance in the form and limits specified in GC5.9.1 and GC5.9.2 above, and shall provide evidence of the policies upon *Client* request.
 - .4 All insurance described in GC5.9.1 and GC5.9.2 above must:
 - .1 be primary; and
 - .2 not require the sharing of any loss by any insurer of the *Client*.
 - .5 If the *Client* is to insure against professional liability on a single *Project* basis for the *Consultant* the coverage referred to under GC5.9.1 above is not required during the period that the single *Project* insurance is in force.
 - .6 The *Consultant* shall provide:
 - .1 evidence of insurance in the form of a completed Province of British Columbia Certificate of Insurance of all required insurance; and
 - .2 certified copies of required policies upon written request.
- 5.10 The *Client* shall purchase and maintain for its own benefit, as well as for the benefit of the *Consultant* and its *Sub-consultants*:
- .1 Commercial General Liability Insurance protecting the *Client*, the *Consultant*, his *Sub-consultants*, and their respective servant(s), agent(s) or employee(s) against damages arising from personal injury (including death) and claims for property damage which may arise out of the operations of the *Consultant*, his *Sub-consultants* and their respective servant(s), agent(s) or employee(s) under this *Contract*. Such Insurance shall be for an amount of Ten Million Dollars (\$10,000,000.00) inclusive of any one occurrence and Twenty Million Dollars (\$20,000,000.00) in the aggregate per policy term. Such Insurance shall include standard form of cross-liability clause. The *Client*, the *Consultant* and his *Sub-consultants* shall observe and cause to be observed the terms, conditions and exclusions of such policy(s) and be responsible for any failure to do so. Completed operations coverage will be maintained by the *Client* for a period of not less than twenty-four (24) months after the performance of the work.
 - .2 All Risks Property coverage covering all property of every description to be used in the construction of the project including structures, equipment furnishing, temporary works, and all other property to be installed in or supplied to or purchased for the work while at the place of work or elsewhere in Canada or the continental United States of America or in storage or in transit within and between these places (excluding ocean marine transit) and until erection, testing and the work of any portion thereof is completed and finally accepted by the *Client*. The *Consultant* and his *Sub-consultants* shall observe and cause to be observed, the terms, conditions and exclusions of such policy(s) and be responsible for any failure to do so. This insurance shall not cover any tools or equipment owned or rented by the *Consultant*, *Contractor* and their respective servant(s), agent(s) or employee(s).
 - .3 In the event of loss, the *Consultant* shall immediately notify the *Client* with full details of the incident. The *Consultant* shall act in the best interests of the *Client* and any adjustment of the loss with Insurers and repairs shall be carried out subject to the instructions of the *Client*. The *Consultant* shall be entitled to such reasonable extension of time for completion of his services as the *Client* may decide.
 - .4 Certificates evidencing such insurance may be obtained upon request to the *Client*.
 - .5 Any liability of the *Consultant* under this *Contract* shall not be affected by the provisions of this GC5.

GC6 SUSPENSION AND TERMINATION

Suspension

- 6.1 The *Client* may, at any time and for any reason, give seven (7) days written notice to the *Consultant* that the *Client* elects to suspend the *Consultant's* services.
- 6.2 Upon suspension, the *Consultant* shall submit an invoice for all *Services* performed to the effective suspension date, together with *Reimbursable Expenses* and applicable taxes then due. If the *Client* elects to recommence the *Services*, the *Consultant* shall be entitled to payment, within 45 days of the date that a properly complete invoice for suspension of services is submitted with necessary backup documentation, for all suspension expenses as defined in GC6.3 and for all expenses for commencement of services. The *Fees* for the remaining *Services* and time schedules shall be adjusted accordingly.
- 6.3 Suspension expenses include expenses directly attributable to suspension of the *Project* for which the *Consultant* is not otherwise compensated, including the reasonable costs attributed to suspending the *Consultant's* contractual and employee commitments.

Termination

- 6.4 If the *Project* results in construction, this *Contract* is terminated on the earliest of:
- .1 the date of receipt of a notice of termination from the *Client*, or pursuant to GC6.6;
 - .2 seven (7) days from the abandonment of the *Project*;
 - .3 one (1) year from the *Consultant's* date of certification of *Substantial Performance of the Work*; or
 - .4 one (1) year from either the date of the *Final Certificate of Payment*.
- 6.5 This *Contract* may be terminated by the *Consultant* upon not less than seven (7) days written notice should the *Client* fail substantially to perform in accordance with its terms through no fault of the *Consultant*.
- 6.6 This *Contract* may be terminated by the *Client* upon at least seven (7) days written notice to the *Consultant*.
- 6.7 In the event of termination, the *Consultant* shall be paid, within 45 days of the date that a complete invoice is submitted for all *Fees* for all *Services* properly performed to the effective termination date, together with *Reimbursable Expenses* and applicable taxes then due, and for all termination expenses as defined in GC6.3. The *Consultant* shall provide all necessary backup documentation.
- 6.8 In the event of termination by the *Client* due to a breach of this *Contract* by the *Consultant*, the *Client* may set off against all amounts otherwise owing all costs and damages incurred by the *Client* resulting from such breach including, without limitation, any costs incurred by the *Client* in engaging another *Project* consultant and the difference between the *Fees* and the fees charged by the new *Project* consultant.

GC7 LAW GOVERNING THIS CONTRACT

- 7.1 The parties irrevocably attorn to the exclusive jurisdiction of the courts and laws of the Province of British Columbia.

GC8 SUCCESSORS AND ASSIGNS

- 8.1 The *Client* and the *Consultant* respectively bind themselves, their partners, successors, assigns and legal representatives to the other party of this *Contract* and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this *Contract*. Except as otherwise provided herein, neither the *Client* nor the *Consultant* shall assign, sublet, or transfer an interest in this *Contract* without the written consent of the other. Consent to such assignment or transference shall not be unreasonably withheld.

GC9 EXTENT OF CONTRACT

- 9.1 This *Contract*, including the *Request for Proposal* and any subsequent written negotiations and portions of the *Proposal* attached hereto, represents the entire and integrated contract between the *Client* and *Consultant* and supersedes all prior negotiations, representations, or contracts, either written or oral. This *Contract* may be amended only in writing signed by both the *Client* and the *Consultant*. In the event of any conflict between the terms of the *RFP* and this *Contract*, the *Client* shall determine which interpretation was intended and shall apply.

GC10 PAYMENTS TO THE CONSULTANT

Fees

- 10.1 The *Fees* shall be payable in accordance with Article A-10 of the Agreement.
- 10.2 *Additional Services* shall be based on the rate in Article A-10 of the Agreement, or as otherwise mutually agreed with the *Client*. This *Contract* is subject to amendment if the *Client* makes scope changes exceeding ten percent (10%) of the *Project Budget*. The *Consultant's* fee will be adjusted if this change is beyond the control of the *Consultant*. It is acknowledged that the *Consultant* will make every effort to control the overall cost of the *Project* within the *Construction Budget*.
- 10.3 In the event that new or additional taxes in respect of the services included in this *Contract* are required by federal, provincial, territorial, regional or municipal legislations after this *Contract* is executed, the amount under this *Contract* shall be adjusted to include such taxes.
- 10.4 *Fees* and *Reimbursable Expenses* may be subject to such *Value-Added Taxes* as the Federal Goods and Services Tax or Harmonized Sales Tax. The *Client* shall pay to the *Consultant*, together with, and in addition to, any *Fees* and *Reimbursable Expenses* that are, or become, payable as required by legislation, any value-added tax that become payable in relation to the *Fees* and *Reimbursable Expenses*.

Value-Added Tax exemption:

THIS IS TO CERTIFY THAT THE PROPERTY AND/OR SERVICES ORDERED/PURCHASED HEREBY ARE FOR THE USE OF AND ARE BEING PURCHASED BY THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA WITH CROWN FUNDS AND ARE THEREFORE NOT SUBJECT TO THE GOODS AND SERVICES TAX.

Reimbursable Expenses

10.5 *Reimbursable Expenses* are limited to the following actual expenditures, supported by original receipts, invoices and other applicable documentation, incurred by the *Consultant* in the interest of the *Project*:

- .1 Application fees and other fees, levies, duties or taxes for building permits, licences or approvals from authorities having jurisdiction;
- .2 Web-based *Project* management services specifically requested by the *Client*;
- .3 Cost of printing *Construction Documents* for tender and construction; and
- .4 A 5% mark-up GC10.5.1 through GC10.5.3 for handling and administration.

The *Fees* include provision of payment for the following during the duration of the *Project*:

- .1 All normal office expenses, including but not limited to: reproductions, long distance phone calls, facsimile transmissions, photography, courier services, postage and handling of information;
- .2 All reproductions, printing of drawings and specifications for internal or *Project Team* use during all phases of project development;
- .3 All transportation, accommodation and meals costs in connection with the *Project* for travel from the respective *Project Manager's* office, including but not limited to: Costs of travel, mileage, lodging, parking fees, ferry costs, meals;
- .4 All time spent in traveling; and
- .5 All profit and overhead, except the mark-up in GC 10.5.4.

10.6 *Reimbursable Expenses* shall be supported by original receipts, invoices and other applicable documentation, incurred by the *Consultant* in the interest of the *Project*. The *Consultant* shall maintain records of *Reimbursable Expenses*, and for any services for which the fee is computed as a multiple of direct expenses and disbursements. These records shall be maintained to acceptable accounting standards and made available to the *Client* for viewing when requested.

10.7 All *Reimbursable Expenses* not defined shall be approved by the *Client* prior to any expenditure by the *Consultant*.

Set-off

10.8 The *Client* shall be entitled to set-off against amounts otherwise owing to the *Consultant* amounts claimed from the *Consultant* by the *Client*.

GC11 DISPUTE RESOLUTION

11.1 Disputes shall be resolved according to the provisions of the applicable provincial or territorial legislation.

GC12 SEVERABILITY

12.1 If any provision of this *Contract* is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this *Contract* and the other provisions shall remain in full force and effect.

GC13 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

13.1 Notwithstanding GC4 – COPYRIGHT AND USE OF DOCUMENTS, and for the purposes as set out under GC14 – CONFIDENTIALITY, all documents submitted to the *Client* will be considered in the custody or control of the *Client* and as such are subject to the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c165.

GC14 CONFIDENTIALITY

14.1 Subject to GC13 – FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT, the *Consultant* shall keep confidential all matters related to the performance of this *Contract*, regardless of form (written, oral, visual or other), including but not limited to technical drawings and manuals, designs and concepts, data and surveys, layouts and schedules, all matters related to *Project* finances, personnel and suppliers, and all deliverables, commercial and legal issues relating to or arising out of the performance of this *Contract*.

- 14.2 The *Consultant* shall not divulge any information that has been given to him or acquired by him on a confidential basis in the course of carrying out his services as provided for herein, except to authorized employees, assignees, transferees or *Sub-consultants* and other contractors who need to know and then only to the extent required to enable such persons to fulfill the obligations of the *Consultant* under this *Contract*.
- 14.3 No confidential information shall be used by the *Consultant* on any other project or *Work* without the written consent of the *Client*.
- 14.4 The *Consultant* shall not publish any statement, paper, photograph or document or hold any ceremony with respect to the *Work* performed under this *Contract* without the prior written approval of the *Client*.
- 14.5 The limitations on the use and disclosure of the confidential information received shall not apply to information which (a) was known to, and disclosed by, the *Consultant* before its receipt from the *Client*; or (b) was learned by the *Consultant* from a third party entitled to disclose it, and disclosed by the *Consultant* prior to its receipt from the *Client*; or (c) becomes known publicly other than through the *Consultant*; or (d) is authorized in writing by the *Client* for disclosure; or (e) is disclosed pursuant to the requirements of a government authority or judicial order.

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SCHEDULE A

CONSULTANT RESPONSIBILITIES

OWNER'S CONSULTANT TEAM

1. OVERVIEW OF SERVICE REQUIREMENTS

The Consultant shall work with the project manager and represent the Client in matters related to the Program and Technical Standards for the ACCW and FRCC projects. The major services required are itemized but are not limited to the following:

- Assist in the review of RFP's;
- Assist in replying to RFP queries;
- Assist in the determination of existing building interconnection design requirements;
- Assist in the evaluation of RFP submissions;
- Test the Program by preparing a conceptual schematic design for each project;
- Review of 50%, 90% and 100% submissions;
- Provide construction monitoring and quality control;
- Act as Payment Certifier

2. GENERAL REQUIREMENTS

The Consultant shall:

- Work in unison with the project manager for successful delivery of the project for the Client;
- Attend design presentation, coordination and construction site meetings as required;
- Coordinate services, meeting attendance and general review/field review services of sub consultants through the development of the design and construction of the project;
- Provide the Client with monthly written status reports to document issues, decisions and progress in performance of the contract, in a format acceptable to the Client;
- Acknowledge and support the Client's commitment to environmental sustainability through the ARES Environmental Stewardship Policy; and
- Assist with the implementation of the Client's Environmental management System (EMS) as certified under ISO 14001, including coordination of the Contractor's Environmental responsibilities Package.

3. PRE DESIGN SERVICES

The Consultant shall carry out the following services prior to the conceptual / schematic design phase:

3.1 Review of Request for Proposals

The Consultant will evaluate and provide input into the final RFP document for ACCW and FRCC projects to ensure that all requirements are adequate to provide Corrections with the facility that meets all of the functional requirements. Input from the Client's Consultant Team will assist in reducing the number of potential change orders, in fast-tracking the overall project delivery, in helping to eliminate errors, omissions and risks and in confirming the constructability of the projects.

3.2 Response to RFP Clarification Questions

The Consultant will assist the Project Working Committee for ACCW and FRCC with the preparation of responses to questions from proponents during the Proposal preparation phase and attend commercial-in-confidence meetings with the proponents as required.

3.3 Evaluation of Submissions

The evaluation of the design-build submissions will entail a comprehensive review and analysis by a selection committee, which may include members from ARES, Corrections and MHPM. The Consultant will participate in the process. The aim of the selection committee is to select the proposal which in its opinion meets the project's requirements and provides the best overall value to the Client. The evaluation must be conducted in accordance with the published RFP evaluation criteria and may involve Consultant participation in meetings with respective proponents.

3.4 Connection to Existing Building-ACCW and FRCC

The Consultant will assist the Project Working Committee for ACCW and FRCC in identifying key issues related to the interconnection of the additions with the existing correction facilities and the upgrades and renovations required to the existing correction facilities. It is not the intent to provide design solutions but to identify scope of work requirements and provide block schematic planning.

4. CONCEPTUAL/SCHEMATIC DESIGN PHASE

The Consultant shall test the validity of the RFP Program by developing a conceptual/schematic plan for both facilities which may be used as a basis of comparison with the RFP Proponents' submissions. The Consultant will:

- Review the program of requirements and base information furnished by the Client, and carry out a site visit with the sub-consultants to review the characteristics of the site;
- Confirm that all necessary design documentation required for the project is available and that all information is still current and up to date;
- Review and comment on the Client's Construction Budget in relation to the Client's program of requirements;
- Review applicable statutes, regulations, codes and by-laws;
- Work with the Client's cost Consultant in the preparation and submission of an estimate of Probable Cost based on current area or volume unit costs;
- In the event that the project includes alterations, renovations or upgrades to the existing structure, identify key issues related to the interconnection of the additions with existing facilities. The intent is not to provide a design, rather to provide the requirements necessary for the alterations, renovations or upgrades to take place;
- Based on the Client's program of requirements, prepare spatial relationship drawings, and basic area calculations and analysis for review with the Client;
- Present Schematic solutions in sketch format(black line, to scale), fully integrated and supported with engineering concepts for the structure, mechanical and electrical, etc. along with massing model studies and/or perspective sketches, site photographs and narrative description in order to best illustrate to the Client the appropriateness of the design solutions;
- Identify the preferred Schematic Design solution;
- Schematic design documents must fully illustrate the scale and character of the project and how the parts of the project functionally relate to each other; and
- Provide the Client with three (3) copies of the schematic design package for review.

5. DESIGN DEVELOPMENT PHASE

Based on the Proponent's submission at 50%, 90% and 100% stages, assist the Client in ensuring the design development adheres to the Client's program and Technical Standards. The Consultant will:

- Continue to review applicable statutes, codes and by-laws as the design of the project is developed;
- Work with the project manager providing input to the project budget, schedule and risk analysis;
- Provide an analysis of the design-builder's design and drawing submissions including coordination of the various disciplines;
- Design reviews are to include but not necessarily limited to written comments and recommendations on the following:
 - Program synopsis, functional relationships, space requirements and alternatives considered
 - Site plan. Including scope of all development, grades/contours, site servicing, parking, easements, setbacks and landscaping
 - Building code analysis with local by-law requirements
 - Analysis of building structure and foundation systems
 - Analysis of mechanical systems, fire protection, plumbing, HVAC and special controls
 - Analysis of design-builder's energy simulations and the running of a separate energy simulation to ensure the requirements of the technical standards are being achieved
 - Analysis of electrical simulations, lighting, telephone and data systems, building security and communications
 - Analysis of special construction systems, energy standards and conservation initiatives, demolition and integration issues
 - Analysis of special features and detailed descriptions
 - Provide input to the project manager for an executive summary of the project, community related issues, environmental considerations, detailed area calculations with net to gross ratios, and on issues for summarizing scope, budget and schedule.

6. CONSTRUCTION REVIEW PHASE

During the construction phase the project manager will carry out normal contract administration duties. The Consultant will act in a capacity of program and technical standard reviewer to ensure the construction is carried out in accordance with the program and technical standards and that construction meets applicable standards of materials and workmanship. In particular, the Consultant will:

- Be a representative of the Client;
- Carry out the duties of Payment Certifier;
- Advise and consult with the Client and project manager;
- Have the authority to act on the Client's behalf to the extent provided in the contract and the design-build contract;
- Have access to the Work at all times;
- Examine, evaluate and report to the Client upon representative samples of the Work;
- Keep the Client informed of the progress and quality of the Work, and report to the Client defects and deficiencies in the Work observed during the course of field reviews;
- Ascertain the progress and execution of the Work, and its quality and workmanship generally comply with relevant terms and conditions of the Construction Documents, and use best efforts to guard the Client and against defects and deficiencies in the Work;
- Recommend reject of work which does not conform to the construction documents and whenever it is necessary or advisable for the implementation of the intent of the construction documents, have the authority for special investigation, inspection or testing of the work, whether or not such work has been fabricated, installed or completed;

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- Review and take appropriate action with reasonable promptness upon such Contractor's submittals as shop drawings, product data and samples for conformance to the general design concept of the work as provided in the construction documents;
 - Review, plan and recommend such periodic selective sampling procedures at the project site as is necessary to ascertain general compliance by the Contractor with the Construction documents;
 - Provide general review and filed review of the work preparation of deficiency lists by all disciplines and monitor and confirm on site the contractor's rectification of deficiencies;
 - Verify the date of Substantial Performance of the Work;
 - Verify certificate of Completion and Notice of certificate of Completion in accordance with the Builder's Lien Act;
 - Review completed operation and maintenance manuals as provided by the contractor, and advise the Client as to their acceptability;
 - Receive and review the Contractor's as-built drawings and advise the Client as to their acceptability;
 - Certify payments in the value proportionate to the amount of the contract and the Contractor's schedule of values, of work performed and products delivered to the place of the Work; and
 - Verify the validity of the Contractor's application for final payment and certify final payment.

7. POST CONSTRUCTION PHASE

On construction completion and during the one-year warranty period:

- Monitor and issue on behalf of the Client the necessary instructions to the Contractor if work is required to correct defects or deficiencies;
- Prior to the end of the one-year warranty period, review the work with the Client noting any defects or deficiencies which have been observed and reported during that period, and notify the Contractor in writing of those items requiring attention by the contractor to complete the Work in accordance with the Contract; and
- Provide one follow-up Field review to confirm all final warranty issues are corrected.

SCHEDULE B

CLIENT'S RESPONSIBILITIES

OWNER'S CONSULTANT TEAM

1. INFORMATION TO BE SUPPLIED BY THE CLIENT

The Client shall furnish the information, surveys, reports and services as set out below, the accuracy and completeness of which the Consultant shall be entitled to rely upon and such contracts for the provision of information, surveys reports and services, whether arranged by the Client or, with the Client's express approval, by the Consultant, shall be considered direct contracts with Client unless explicitly provided otherwise.

1.1 Functional Program

The Client shall furnish full information regarding the Project's requirements, including the Client's objectives, constraints, schedules and criteria, including:

- Project Charter;
- Programme and Technical Standards;
- Flexibility and expandability requirements;
- Special equipment and systems;
- Site requirements

Services and Information

The Client shall furnish services, materials and information following appointment as applicable for the Project, including:

- Accommodation and building technical standards and manuals
- Accommodation and Real Estate Services (ARES) Environmental Stewardship policy documents including the Contractor Environmental Responsibilities Package

Site Information

The Client shall furnish information, surveys, reports and services as set out below (as available), including:

- Legal site location including municipal address and legal description;
- Topographic and legal survey describing physical characteristics, legal limitations and utility locations for the Project site, and a written legal description of the site and adjoining properties as necessary showing the following survey and legal information, as applicable: grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights of way; restrictions; easements; encroachments; zoning; deed restrictions; boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements and trees; and information concerning utility services, both public and private, above and below grade, including inverts and depths;
- Geotechnical, subsurface investigation and soils reports which include but are not limited to test borings, test pits, determination of soil bearing values, percolation tests;
- Utility information;
- Covenants and restrictions on property;
- Environmental audit;
- Toxic and Hazardous Materials report consisting of a list of and evaluation of Toxic and Hazardous Materials present at the place of the work, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, air and water pollution tests, tests for toxic and hazardous substances and materials, with reports and appropriate professional recommendations.

Additional information, including:

- Proposed Project milestone dates (subject to adjustment based on external factors beyond the control of the Architect such as municipal approvals, market conditions etc., as applicable to the Project).

2. CONSULTANTS

The Client may engage Consultants as follows:

- All legal, accounting and insurance counselling services as may be necessary at any time for the Project, including such auditing services as the Client may require to verify the Contractor's applications for payment or to ascertain how or for what purpose the Contractor uses the monies paid by or on behalf of the Client;
- Geotechnical Consultant;
- Geothermal Consultant;
- Legal Surveyor;
- Topographic surveyor;
- Materials Inspection and Testing Agency;
- Hazardous Materials Consultant;
- Services Location Services;
- Environmental consultant;
- Cost Consultant;
- Project Manager;
- Commissioning Authority

APPENDIX 2

APPENDIX 2 – RELATIONSHIP DISCLOSURE FORM

This Form must be completed by the Respondent on its own behalf and on behalf of each member of the Respondent Team (including firms and individuals)

To: Ministry of Labour and Citizens' Services –
Alouette Correctional Centre for Women, Maple Ridge, BC and
Fraser Regional Correctional Centre, Maple Ridge B.C.
Attention: Ralph Keenan, Purchasing Services Branch
P.O. Box 9476, Stn. Prov. Gov't., Victoria B.C. V8W 9W6

Re: Request for Proposal, as amended in accordance with its terms, for the Fraser Regional Correctional Centre and Alouette Correctional Centre for Women.

[INSERT NAME OF RESPONDENT] Qualification Response (the "Qualification Response")

The Respondent hereby declares, on its own behalf and on behalf of each member of the Respondent Team, that:

1. the Respondent has undertaken the necessary and due searches and inquiries; and
2. the Respondent and each member of the Respondent Team has reviewed the list of Restricted Parties set out in the RFP and that as of the date of this Relationship Disclosure Form, neither any member of the Respondent Team nor the Respondent has any current or former relationship with:
 - (a) any former or current officials, employees, representatives, elected officials of the Province; or;
 - (b) any former or current officers, directors, employees or representatives of any individual, corporation, partnership, or other entity, or the entity itself;
that have been involved in the selection process of this RFP or the design, planning or implementation of the project contemplated by this RFP; or
 - (c) any Restricted Party or their current or former employees, shareholders, directors or officers,
other than identified below in the Form D-1 of this Relationship Disclosure Form.

The Respondent makes the declarations set out in this Relationship Disclosure Form with the knowledge and intention that the Province will rely upon and, despite any prior or subsequent investigation by the Province, will be deemed to have relied upon, these declarations in connection with the Request for Proposal Response, including any consideration and evaluation of the Qualification Response, pursuant to this RFP.

THIS DECLARATION made as of the ____ day of ____, 2008.

[NAME OF RESPONDENT]

Per: _____ Name: _____ Title: _____

FORM 2-1 OF APPENDIX 2:

Name of Restricted Party / Person	Details of the nature of the Respondent's or Key Individual's relationship with the listed Restricted Party