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| **Project Name** | Harbour Grace Heritage District Development Project (Phase I) | | |
| **Town of Harbour Grace Representative(s)** | Amy Dwyer, Town Clerk/Manager Matthew G. McCarthy, Economic Development Officer | | |
| **Firm** | Fougere Menchenton Architecture | | |
| **Firm** | John Hearn Architect | | |
| **Firm** | Mills & Wright Landscape Architecture | | |
| **Firm** | Tract Consulting | | |
| **Date Requested** | November 18, 2024 | **Proposal Due Date** | December 2, 2024 |

Your firm has been selected to provide a level of effort pricing on the following scope of work. Please review and provide a proposal on the attached **Consultant Fee Proposal Form** by the date and time indicated above or as amended by amendment. Proposal submissions are to be made directly by email to hello@townofharbourgrace.ca no later than 4:30 p.m. on the day noted above. Submission must include consultant fee proposal as attached below, level of effort spread sheet, applicable insurances, and include any sub consultants, etc. Any proposals received after the submission time will not be accepted. If errors exist in your fee proposal or level of efforts, the bid will be deemed unbalanced and not be accepted. The Town of Harbour Grace does not limit itself to accepting the lowest or any bid.

Please note the following for the proposal stage:

1. Proposals shall be submitted using the attached Consultant Fee Proposal form.
2. Please submit any supporting documentation you feel would be pertinent to your proposal.
3. Any questions during the proposal stage can be directed by email to the Town of Harbour Grace Representative listed above. The question and resulting answer may be distributed to all proponents in the form of amendments. Amendments if any will be sent directly to all proponents via email.
4. Deadline for questions will be November 27, 2024 at 12 p.m. (noon). Questions shall be submitted in writing to the representatives’ emails noted on page 7 of this document.
5. Scheduled Project Completion date and other pertinent dates are listed in the Project Schedule section*.*
6. Proposals shall be valid for 60 days after submittal.
7. Successful proponent will enter into a Prime Consultant Agreement with the Town of Harbour Grace.. A sample can be found online at <https://www.gov.nl.ca/ti/mi/consultant-services/>

Please note the following during the execution of services:

1. The Client/Owner requires five (5) working days to review and supply comment on all submissions made from the successful consultant.
2. All professional staff must be registered with the appropriate provincial licensing body (e.g. PEGNL, ALBNL).
3. The Client/Owner will retain the intellectual property rights including patents, copyright, trademark, industrial design and trade secrets in any deliverable product or product developed through this contract. Licensing and marketing rights to the developed product will not be granted in the contract.
4. It is requested that all submission information be provided in size 11 or 12 font, black in colour, on white background. Standard weight font (Arial, Calibri, or similar) is preferred for ease of reading.
5. Project updates (biweekly) will be required, briefly outlining the activities to date, work remaining, and other pertinent information as determined through discussions with the Client/Owner.
6. Consultants will be responsible for all costs associated with the preparation and submission of a Fee related to this Fee Request.

## Project Background

Located on Route 70, approximately 100 kilometers from St. John’s and 33 kilometers from the Trans-Canada Highway, Harbour Grace is situated on one of the largest harbours on the Avalon Peninsula. Harbour Grace consists of 2,995 residents living in 1,335 dwellings throughout the municipality. The municipality seeks to engage project management services to represent, consultant, and make calculated decisions on their behalf during the execution of the Harbour Grace Heritage District Development Project (Phase I).

## Project Location



## Project Description

The Town of Harbour Grace seeks to hire an Engineer/Architect/Firm to provide project management services for the Harbour Grace Heritage District Development Project (Phase I). The Town has a complete detailed design and wishes to engage a firm for the scope of work outlined below. The detailed design can be viewed at the following hyperlink: [Heritage District Development Project (Phase I) – Detailed Design (Google Drive)](https://drive.google.com/file/d/1BAOnN3L1LNmJ3L4Ler2QdibSsYJD-QkJ/view)

Consultants are advised that the final scope of work must be coordinated with the Town of Harbour Grace.

## Project Timeline

It is the goal of the Town of Harbour Grace. to have the project completed during the construction season of 2025. In your proposal, please indicate if this timeline is achievable. Further details are provided in the table below:

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| **Task / Milestone** | **Schedule** |
| PCA Signature Date | To be determined |
| Issued for Tender Document Package | Within 4 Week(s) after PCA Signature. |
| Tender Date | **2** Week(s) after PCA Signature |
| Tender Close | **2** Week(s) after Tender Date |
| Contract Award | **1** Week(s) after Tender Close |
| Construction Start Date | To be determined |
| Substantial Performance Date | To be determined |
| Construction End Date | **1** Week(s) after Substantial Performance Date |
| Ten Month Warranty Inspection | **10** Months after Issuance of Substantial Performance Certificate |
| Project Completion Date | **4** Months after Warranty Inspection |

Periodic inspection by the Project Manager will be required. The Town requests a weekly site visit by the Representative, followed by a weekly summary report of work completed, including budget management.

## Scope of Work

The following scope shall be completed in accordance with latest editions of the Prime Consultant Agreement (PCA) and industry best practice. The Client/Owner is looking to engage a consultant team to complete the following scope of work, including but not limited to:

Basic and Additional Services Scope of Work includes, but is not limited to:

* Provide Project management services and act as the Client/Owner’s Representative during construction of the project.
* Prepare schedule of quantities and pre-tender estimates.
* Preparation of **issued for tender** documents (tender specifications, MERX bid list) to accompany owner provided drawings, and issuance, after approval to tender is issued by The Town of Harbour Grace.
* Apply to regulatory bodies or authorities having jurisdiction for required project permits. These bodies may include:

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| * ECC (Environment) | * DFO | * TI | * DGSNL | | |
| * Crown Lands | * NL Hydro | * Easements | | |
|  | | | |

* Submission of revised Issued for Approval Drawings to regulatory bodies and authorities having jurisdiction.
* Tender call service, including placement of tender advertisement for the Town of Harbour Grace and addressing inquiries from potential bidders.
* Review tender results and make recommendation of contract award to Client/Owner.
* Review required documentation from contractor (i.e. bonding, insurance, NLCSA and WHSCC certificates, etc.) and arrange for execution and signing of contract documents.
* Preparation of **issued for construction** documents (if required) and drawings and issuance of an electronic copy to the Town of Harbour Grace.
* Review shop drawings.
* Coordination of project with contractor and Client/Owner.
* Review and recommendation of monthly contract invoice payments.
* Preparing any necessary change orders and issue to the Client/Owner for approval prior to completion of work.
* Arrange for sub-contractors for materials testing services etc., as deemed necessary.
* Perform a **Substantial Performance** and **Final Performance** inspection and prepare deficiency list. Confirm correction/completion of deficiencies. Prepare with the contractor a plan for correction of deficiencies prior to Total Performance. Submit plan to Client/Owner for review**. Consultant to allow for cost of two (2) Site Visits for this task.**
* One year warranty inspection complete with report prior to warranty expiration. **Consultant to cost one (1) site visit for Warranty Inspection.**
* Preparation and issuance of an electronic version (DWG and PDF) of as-built drawings.
* Prepare certificates of Substantial Performance.

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Deliverables for the above should include, but are not limited to:

* Copy of signed Prime Consultant Agreement. Please use the following link for the most current version of the Prime Consultant Agreement template: <https://www.gov.nl.ca/ti/mi/consultant-services/#pca>
* Copies of contract documents and drawings.
* All Design Work must conform to Municipal Water, Sewer and Roads Master Construction Specification as published on the following link: <https://www.gov.nl.ca/ti/mi/mwsr/#spec>
* All Front End Documents must incorporate the latest editions of the documents in use by Transportation and Infrastructure, Municipal Infrastructure Division as published at the following link: [https://www.gov.nl.ca/ti/mi/mwsr/#frontend](https://www.gov.nl.ca/ti/mi/mwsr/#frontend/)
* All Signed Contract Documents
* PCA, Tender etc.
* Issued for Tender Drawing Package
* Issued for Construction Drawing
* Pre-tender estimate.
* Approval from regulatory bodies for required project-specific permits (ECC/Environment, DFO, TI, etc.).
* Letter of recommendation to award contract.
* Letter of approval for relevant contractor documentation (i.e. Bonding, insurance, NLCSA and WHSCC certificates, etc.).
* Copies of contract documents for signing/execution.
* Monthly project contract payment certificates.
* Change orders for Client/Owner approval.
* Deficiency list, with plan outlining how corrections will be completed prior to Total Performance.
* As-built drawings, in AutoCAD, and PDF format.
* Certificates of Substantial Performance and Total Performance.
* Test Results - Compaction, Asphalt, Concrete, Sieve, Water Quality etc. from Testing Agency (as applicable).
* One year warranty inspection report prior to warranty expiration.
* Monthly meetings with minutes (if applicable).
* Provide Documentation from a training provider certified in Newfoundland and Labrador demonstrating that all field personnel have completed a construction awareness certification program or equivalent. This may include, but is not limited to, the following:

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| * Trenching & Excavation * Powerline Hazards | * First-Aid * Traffic Control | * Fall Protection * Confined Space |
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When required, Proponents will provide the Certificates for field staff based on who is scheduled to work on what site.

Additional Notes on Basic Services and Deliverables

Regardless of the project specific scope of work selections above, the following must be incorporated into each project:

* Architectural and Engineering consultants are hereby advised that upon successful award of the Prime Consultant Agreement (PCA) you will be required to submit a Site Specific Safety Plan (SSSP) for the work tasks for your entire scope of work. Please review the Mandatory Safety Reporting by the Prime Consultant located at <https://www.gov.nl.ca/ti/mi/consultant-services/#safety>. Architectural and Engineering consultants are advised to review the entire document as it outlines the relative responsibilities of the Principal Contractor, Prime Consultant(s) and Contractor(s) for this execution of the project scope. A Template SSSP has been generated for your use and it must be completed in conjunction with your employer obligations as mandated by the Occupational Health and Safety Act and Regulations. No work will commence on the project until a copy of the SSSP is forwarded to the Principal Contractor (Client/Owner) for review and acceptance. Where resident site services are required the resident inspector and any other professional visiting the site are to be safety trained by the Newfoundland and Labrador Construction Safety Association or approved equivalent for the work to be undertaken at the project site. Safety training certificates are to be presented for all personnel required to visit construction site as per the requirements set forth in SSSP. Any and all costs associated with the execution of SSSP and training of your staff and all deliverables outlined are considered part of your submitted proposal cost.
* Project as-built, and/or other appropriate closeout documents, are also required to be provided to the Client/Owner in a suitable AutoCAD format and PDF format as appropriate.

Agreement for Services

The Agreement for services will be adjusted for the scope of work undertaken if it differs from the statement herein. Fees should be estimated using “Level of Effort” methodology. Expenses and reimbursable allowances are to be at cost per Government’s (i.e. Human Resource Secretariat’s) approved basic rates. These amounts are to be calculated less the HST and shown on the schedule included herein for the duration of the project.

Please include milestone dates and anticipated timelines to complete milestone tasks for the project (following the table on page 3). Please indicate that the firm has adequate resources available to meet these timelines.

Please include your Professional and Commercial Liability Insurance Certificates.

Please submit proposal on the form attached.

Sincerely,

**Amy Dwyer**

Town Clerk/Manager

Town of Harbour Grace

t. 709-596-3631 ext. 6

e. a.dwyer@townofharbourgrace.ca

**Matthew G. McCarthy**

Economic Development Officer

Town of Harbour Grace.

t. 709-596-3631 ext. 4

e. m.mccarthy@townofharbourgrace.ca

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| **Consultant Fee Proposal** | | |
| **Schedule II in PCA** | **Fee** |
| **Basic Services** | | |
| **Contract Documents** |  |
| **Tendering and Contracts Award** |  |
| **Contract Administration** |  |
| **Project Completion Phase and Record Drawings** |  |
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| **Other Additional Services (at cost) - List Additional Required Services as required:** | | |
| **Resident Services during Construction** – Periodic as per consultant fee request. |  |
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| **Prime Consultant Project Expenses for Above Services** |  |
| **Sub Total Service Fees** |  |
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| **Reimbursable Expenses:** ENSURE YOU CONFORM TO POSTED GOVERNMENT RATES AND HST APPLICABILITY.  Please note that meal rates and mileage rates as posted on the government sites **INCLUDE HST** so exercise caution on how expenses are calculated.  Expenses incurred by your own company (included above) such as photocopying, etc. are eligible for adding HST. **Please use correct numbers if you will be adding HST to expenses for mileage and meals.** | |
| **Meals** –Rates – <https://www.gov.nl.ca/exec/hrs/working-with-us/meal-rates/> |  |
| **Travel –** for Resident Services and the following visits**.** Substantial and Final Inspection – 2 Visits. Warranty Inspection – 1 Visit. **Total of 3 Visits.**  Automobile Reimbursement Rates: <https://www.gov.nl.ca/exec/hrs/working-with-us/auto-reimbursement/> |  |
| **Accommodation** |  |
| **Permits** (ENV/Municipal/ETC.) | **TOWN PAID ITEM** |
| **Sub Total Reimbursable Expenses** |  |
|  |  |
| **Schedule III in PCA** | |
| **Additional Reimbursable Allowances** |  |
| Materials Testing | **$ Enter Value** |
| **Sub Total Additional Reimbursable Allowances (Transfer to Schedule II of PCA)** | **$ Enter Value** |
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| **Sub – Total** (excluding HST) |  |
| **HST** (on subtotal above) |  |
| **Reimbursable Expenses** (Only use this line if your reimbursable expenses were calculated with HST included rates, otherwise use the line item above) |  |
| **Total fee – (HST Inclusive)** |  |

Please note that bidders shall provide level of effort costing on a separate sheet. Bidders will be responsible for itemizing all costs for all work, and to subdivide total fee into the line items identified in the Fee Proposal.

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| **Hourly Rates for this Project** | | |
| Additional work or changes in scope may occur. Please provide hourly rates for all discipline staff that will be assigned to this project and the fee for any additional work on an hourly basis.  These fees will be in force for the entire duration of the project.  Changes to the project team shall not be made without written approval from the Client/Owner. | | |
| **Professional** | **Rate** | **Assigned Team member** |
| Senior Engineer |  |  |
| Intermediate Engineer |  |  |
| Junior Engineer |  |  |
| Senior Architect |  |  |
| Architect |  |  |
| Architect Intern |  |  |
| Senior Technologist |  |  |
| Intermediate Technologist |  |  |
| Junior Technologist |  |  |
| Senior Technician |  |  |
| Intermediate Technician |  |  |
| Junior Technician |  |  |
| Administrator |  |  |
| Other: |  |  |

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| **Schedule** |
| We have resources available to complete this work within the prescribed schedule.  We propose the following schedule: - Please provide schedule. |
| **Other Comments** |
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Consultant Representative

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| Name of Consultant Representative: |  |
| Title of Consultant Representative: |  |
| Legal Name of Consulting Firm: |  |
| Civic Address of Firm: |  |
| Firm Telephone Number: |  |
| Firm Fax Number: |  |
| Consultant Representative Email Address: |  |

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Consultant Representative Signature