

Halifax Regional School Board

RFP # 3509

Request for Proposals

to Provide

Project Management Services

Additions and Alterations Projects:

**Cole Harbour District High School
Eastern Passage High School**

Closing Date: Friday, July 20, 2012
Closing Time: 2:00 P.M.
Closing Location: Halifax Regional School Board Office
33 Spectacle Lake Drive,
Dartmouth, NS B3B 1X7

A Mandatory proponent briefing is scheduled for Wednesday, July 11, 2012, commencing 10:30 a.m. at the HRSB Office.

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INSTRUCTIONS TO PROPONENTS

PART 1 - GENERAL

1.1 INVITATION

.1 PROPOSAL CALL

- .1 The Halifax Regional School Board will receive offers signed under seal, executed, and dated before **2:00 P.M.** local time on **July 20, 2012** at the Halifax Regional School Board Office, Dartmouth, Nova Scotia. Offers submitted after the deadline will be returned to the proponent unopened.
- .2 Proposal documents may be obtained at the HRSB office at 33 Spectacle Lake Dr, Dartmouth, NS or online at <http://www.hrsb.ns.ca/tools/tenders/listing.aspx> . Note: to view files available on our web site, you will need Adobe Acrobat Reader.
- .3 The opening of proposals will be closed to the public.
- .4 Amendments to the submitted proposal will be permitted if received in writing 6 business days prior to the closing time and if endorsed by the same party or parties who signed the offer.
- .5 Proponents shall be solely responsible for the delivery of their proposals in the manner and time prescribed.
- .6 Offers sent by facsimile **will not** be accepted for consideration.
- .7 Proposals and their envelopes should be clearly marked with the name and address of the proponent, and the RFP number.
- .8 For purposes of this Proposal call, the client's representative is the Sponsor Group and will be represented by Chris Northrup, HRSB Manager, Special Projects.
- .9 Any and all questions related to this RFP must be directed to Chris Northrup, Manager, Special Projects (902) 464-2000 Ext. #5116, E-Mail: cnorthrup@hrsbs.ns.ca .

1.2 INTENT

- .1 The intent of this proposal call is to obtain an offer from a qualified Proponent to provide **Project Management Services** for two multi-phased projects.
- .2 Proponents are expected to provide full time project management services, utilizing the Project Management Institute (PMI) standards and guidelines as per the Project Management Body of Knowledge (PMBOK ® Guide) for Additions and Alterations (A&A).
- .3 The A&A projects consist of two major components:
 - .1 A major A&A of the existing Cole Harbour District High School in Cole Harbour.
 - .2 A major A&A at one school in Eastern Passage and a minor A&A at one or two additional schools in Eastern Passage.
- .4 The form of contract will be a stipulated price contract, in accordance with **APPENDIX C – Project Management Contract**, herein contained. However, some aspects may be tendered separately.
- .5 The scope of Project Management services is outlined in **APPENDIX D - Scope**.
- .6 The schedule for the proposed project shall be as described in **APPENDIX E**.

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1.3 PROPOSAL DOCUMENT IDENTIFICATION

- .1 The name of this project is: **RFP #3509 - Project Management Services.**
- .2 When submitting inquiries quote this document title as above.

1.4 EXAMINATION

- .1 Upon receipt of Proposal Documents, verify that documents are complete. Notify the appropriate HRSB representative as per above should the documents be incomplete.
- .2 Immediately notify the appropriate HRSB representative upon finding discrepancies, errors or omissions in the Proposal Documents.

1.5 QUERIES/ADDENDA

- .1 Direct all questions, in writing, to Chris Northrup, Manager, Special Projects, Fax # **(902) 464-5581.**
- .2 All addenda issued during the proposal period shall become part of the Proposal. Offer amount shall reflect all addenda.
- .3 Verbal answers to queries are **not** binding.
- .4 Clarifications requested by proponents must be in writing by 12:00 p.m. not less than six (6) working days before the date set for receipt of proposals by the HRSB. The reply will be in the form of an addendum, a copy of which will be forwarded to known proponents, issued no later than three (3) working days before deadline for receipt of proposals.

1.6 LOCATION OF PROPONENTS REGISTRATION

- .1 The successful Proponent must be in compliance with the Corporation Registration Act or Partnerships and Business Name Registration Act of Nova Scotia.

1.7 AGREEMENT

- .1 The successful Proponent shall enter into an Agreement as per APPENDIX C.

1.8 TAXES

- .1 The Nova Scotia Harmonized Sales Tax will apply to this proposal. Proponents are NOT to include the value of the Harmonized Sales Tax (HST) in their stipulated fee.
- .2 The 15% HST is to be added to each contract payment request. The Harmonized Sales Tax will be paid in addition to the contract payment.

1.9 PROPOSAL SUBMISSION

- .1 Proponents shall be solely responsible for the delivery of their Proposals in the manner and time prescribed.
- .2 Proposals must be submitted on forms provided. These forms must be completely filled out in

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ink or by typewriter/computer, with the signature in longhand. The completed form shall be without interlineations, alterations or erasures.

Electronic only submissions will not be accepted.

- .3 Submit the executed offer on the Proposal Forms provided; signed and in a closed opaque envelope, clearly identified with Proponents name, project name and RFP number on the outside.

1.10 PROPOSAL INELIGIBILITY (Reason for Rejection)

- .1 The Contracting authority (Client) will refuse to evaluate a Proposal which has been received prior to the closing time where:
 - .1 It is not submitted in the required form *as included herein*.
 - .2 The Proposal is submitted by electronic transmission.
 - .3 There are omissions of significant information.
 - .4 A Proposal is not signed as required.
 - .5 The Proposal has conditions attached which are not authorized by the invitation to Proposal.
 - .6 The Proposal fails to meet one or more of the standards specified in the Invitation or Intent of this Proposal.
 - .7 All addenda have not been acknowledged; or
 - .8 Any other defect which in the opinion of the Contracting Authority (Client) brings the meaning or intent of the Proposal into question.
 - .9 The required Proposal security (if required), is not provided.

1.11 COMMUNICATIONS AFFECTING PROPOSALS

- .1 Must be in accordance with HRSB Policy E001 Purchasing Policy and Handbook, revised 2008. To view policy, go to: <http://www.hrsb.ns.ca/files/downloads/pdf/board/policy/section/e.001-purchasing.pdf>
- .2 Electronic Transmissions, including, but not limited to facsimile transmission:
 - .1 Proposal Forms submitted by facsimile transmissions are **not** acceptable and will be rejected.
 - .2 Electronic transmissions modifying Proponent supplied information are acceptable when signed by the signatory of the original Proposal. Submission of such electronic transmissions is at the risk of the Proponent. The Client assumes no liability for the receipt of the electronic transmission or for their proper inclusion with original Proposal. There is no requirement for follow up and upon receipt of an electronic transmission it will be considered binding on both parties. Electronic submissions must be submitted prior to closing time and date specified in the Proposal documents.

1.12 CONSTRUCTION CONTRACT GUIDELINES

- .1 The following documents and/or guidelines are applicable to these Proposal Documents: Educational Facility Design Requirements are offered as a reference and not an absolute requirement.
 - CONSTRUCTION CONTRACT GUIDELINES - http://www.gov.ns.ca/tenders/policy/CCG/ccg_n98.pdf
 - DESIGN REQUIREMENTS MANUAL 2010 EDITION Part 1- <http://novascotia.ca/tran/works/dc350/Part1.pdf>
 - EDUCATIONAL FACILITIES DESIGN REQUIREMENTS Part 2 -

<http://novascotia.ca/tran/works/dc350/Part2.pdf>

1.13 OFFER ACCEPTANCE / REJECTION

- .1 Duration of Offer
 - .1 The proposal shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the Proposal closing date.
 - .2 Award/Selection:
 - .1 In the evaluation of a Proposal, the Client will consider, but not be limited to, the following criteria:
 - .1 Proposal price submitted.
 - .2 Compliance with Proposal Documents.
 - .3 The experience of the Proponent with similar projects in size and scope.
- .2 Acceptance of Offer
 - .1 The Client reserves the right to accept or reject any or all offers or to accept any offer deemed most satisfactory. The Client reserves the right to waive any informality in any or all Proposals.
 - .2 After acceptance by the Client, the client will issue to the successful Proponent, a written Proposal acceptance.
 - .3 After acceptance by the Client, the successful Proponent shall be notified in writing of acceptance of Proposal and will be issued an Official Purchase Order by the Halifax Regional School Board.
 - .4 After a Proposal has been accepted, all Proponents will be advised.

1.14 PROPONENTS BRIEFING

- .1 **A Mandatory proponents briefing is scheduled for Wednesday, July 11, 2012, commencing 10:30 a.m. at the HRSB Office.**

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PART 2 - PROPOSAL SUBMISSION**2.1 SUBMISSIONS**

- .1 Proponents must submit *FOUR* (4) bound hard copies of your proposal and **ONE** (1) electronic copy of your proposal burned to CD or on a flash drive.

2.2 SUBMISSION FORMAT

- .1 The Technical Submission, as per APPENDIX A, is to be inserted and sealed in an envelope and labeled '**Technical Submission**'. The 'Technical Submission' envelope must not contain any reference to the fee being offered. The identification label on the outside of the envelope must identify the Project and the Proponent and that it is a **TECHNICAL SUBMISSION**.
- .2 The Fee Submission Form, as per APPENDIX B, is to be inserted and sealed in an envelope and labeled '**Fee Submission**'. The identification label on the outside of the envelope must identify the name of the Project and the Proponent and that it is **FEE SUBMISSION**.
- .3 The two envelopes, of each proponent, labeled 'Technical Submission' and 'Fee Submission', are to be inserted into and sealed in a single (third) envelope, labeled **Project Management Services, RFP # 3509**.

2.3 SUBMISSION CONTENT

- .1 Technical Submissions:
 - .1 Proponents are expected to provide all responses in a manner consistent with the Project Management Institute (PMI) standards and guidelines as per the Project Management Body of Knowledge (PMBOK ® Guide).
 - .2 Proponents are to provide direct responses to each question in Appendix A -Technical Submission Requirements. Completion of this section is mandatory for all Proponents. For the purpose of evaluation, provide responses in the same order and number sequence as presented in Appendix A.
 - .3 The information required is to be provided in a clearly legible typed format with a 10 or 12 pt font face of Times New Roman.
 - .4 The four parts comprising the Technical Submission are to be bound and pages are to be numbered. The entire submission is to be kept concise and in no case to exceed 12 pages excluding cover, attachments such as CV's and the response to Appendix A, question 3.11.
 - .5 Materials exceeding the twelve (12) page limit will be considered non-responsive and **will not** be reviewed.
 - .6 Failure to comply with item 2.3.1.1 and 2.3.1.2 above will result in a score of zero (0) for each of the numbered questions in Appendix A where this occurs.
 - .7 Failure to comply with items 2.3.1.3 above will result in a reduction of one (1) point for each of the numbered questions in Appendix A where this occurs.
 - .8 Failure to answer any numbered question in Appendix A will result in a score of zero (0) where this occurs.
- .2 Fee Submission:
 - .1 The Fee Submission is to consist of the Fee Submission Form in APPENDIX B completely filled out in ink, with the signature in longhand, and the completed form shall be without interlineations, alterations or erasures.

PART 3 - EVALUATION

3.1 EVALUATION TEAM

- .1 Proposals will be evaluated by an Evaluation Team comprised of three (3) persons representing the Halifax Regional School Board, and the Department of Education also known as the Sponsor Group.
- .2 It is to be understood that the degree to which a proposal meets the project requirements, by means of the proposal point score system, will be at the sole discretion of the Evaluation Team.

3.2 EVALUATION PROCEDURE

- .1 The '**Technical Submission**' of the proposal will be opened and a technical evaluation will be performed by the Evaluation Team.
- .2 The '**Technical Submission**' of the proposal will be evaluated by means of a point score as indicated in APPENDIX A.
- .3 The **Fee Submission** of the proponent whose Technical Submission has received eighty (80) per cent or greater will be opened. The Evaluation team will determine the median score for the technical submission. The median score for the technical submission will be multiplied by 90% to get to the 90 point score. The remaining 10 points to be allocated as described in step 2 below. The Median is defined as: *A value in an ordered set of values below and above which there is an equal number of values or which is the arithmetic mean of the two middle values if there is no one middle number.*
- .4 FEE SUBMISSION STEP 1 – Qualified Fee Determination

The following procedure will be followed regarding the calculation of variance in order to determine 'qualified' price submissions:

- .1 The '**median**' value of all fee submissions will be determined.
 - .2 The percentage variance from this value will be calculated for each fee submission.
 - .3 The '**average**' value will then be calculated for all submissions which do not vary from the median by more than 25%.
 - .4 Each fee submission which is found to be more than 25% in variance from the 'median' will be evaluated against the "average".
 - .5 The following is an example to clarify the process utilized in determining if a proponent's fee submission is subject to the "variance" clause contained in the "Government Procurement Process" regarding Architects and Professional Engineering Services. The definition of "median" is as per Merriam Webster's Dictionary and is quoted as follows:
- .5 FEE SUBMISSION STEP 2 – Qualified Fee Scoring

The following procedure will be followed regarding the application of scoring points to the fees qualified in step one.

- .1 Award 10 points to the lowest fee,
- .2 All fees within 5% of the lowest fee will also receive 10 points.
- .3 The next highest fee, not within 5% of the lowest fee, will receive 8 points.
- .4 Any fee within 5% of the lowest fee receiving 8 points will also receive 8 points.

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- .5 The next highest fee, not within 5% of the lowest fee receiving 8 points, will receive 6 points.
- .6 Any fee within 5% of the lowest fee receiving 6 points will also receive 6 points.
- .7 This procedure will continue, awarding 2 fewer points, until zero points are awarded.

.6 – Example fee submission qualification

Firm A- \$ 53K, Firm B- \$ 63K, Firm C - \$ 71K, Firm D- \$ 76K and Firm E - \$ 107K

- .1 The “median” value is the middle one - Firm C at \$ 71K. If there is an even number of firms the median is taken as the average between the two centre firms.
- .2 The percentage variance from the median is as follows:
Firm A - $18/71 = 25.35\%$, Firm B - $8/71 = 11.27\%$, Firm D - $5/71 = 7.04\%$, and Firm E - $36/71 = 50.70\%$.
- .3 The average is now calculated without Firm A and Firm E because they vary from the median by more than 25%: $63 + 71 + 76 = 210/3 = 70$
- .4 The percentage variance from the average is as follows:
Firm A - $17/70 = 24.29\%$, Firm B - $7/70 = 10.00\%$, Firm C - $1/70 = 1.43\%$, Firm D - $6/70 = 8.57\%$, Firm E - $37/70 = 52.86\%$.
- .5 Firm A would still be included, but Firm E has a variance of more than 25 % and so would be rejected.
- .6 If one determined the average by calculating all the fee proposals, the average would be skewed and may unfairly disqualify a proponent. For example, if the average was calculated with Firm A and Firm E included, it would be: $53 + 63 + 71 + 76 + 107 = 370/5 = 74$.
- .7 The percentage variance from the average would be calculated as follows: Firm A - $21/74 = 28.38\%$, Firm B - $11/74 = 14.86\%$, Firm C - $3/74 = 4.05\%$, Firm D - $2/74 = 2.70\%$, and Firm E - $33/74 = 44.59\%$. Firm E would have to be rejected due to a greater than 25 % variance, but Firm A would also be unfairly disqualified. This is why the above method is used.
- .8 Notwithstanding the technical and fee scores the Client reserves the right to reject any proposal where the fees are deemed to be unreasonable relative to other fee offers, typically a 25% variance from the average qualified fee (excluding the fee in question).
- .9 The Fee Submission envelope of each proposal whose Technical Submission does not receive a point score of eighty (80) or greater will be returned to the proponent unopened.

APPENDIX A

TECHNICAL SUBMISSION REQUIREMENTS /PROPOSAL EVALUATION CRITERIA

1.0 BACKGROUND

.1 Proposal Submitted By:

Firm Name

Address

Phone #: Fax #:

.2 How long has the firm been in operation?

.3 Provide names of the Principals of the Firm, their professional designation and their years of experience in the building industry.

Name	Professional Designation	Years of Service

.4 What is the approximate construction value of projects serviced by the firm in each of the past five years?

2.0 PROPOSED PROJECT TEAM

- .1 List below all team members (Individuals), their role on these projects, and the percentage of their time which will be committed to this project in that role:

Team Member Name	Role	% Commitment

3.0 TECHNICAL DETAILS AND EVALUATION CRITERIA

Firm Name: _____		Sub Value	Score	Scoring
1	<p>3.1 EXPERIENCE / QUALIFICATIONS Describe your expertise regarding Project Management of building construction projects, in the context of past project experience and attach a brief resume of each key individual on the team. Comment on their suitability for this project based on the anticipated project needs and their related project experience and training. Provide an outline of each of the following:</p> <p>.1 - Firm's</p> <p>.1. experience with PMI model of Project Management of phase and building planning, design, tendering, costing/budgeting control, construction/alterations, commissioning, functional performance testing and project close out.</p> <p>.2. list examples of three (3) projects with a value of 10 million dollars. Indicate: Name of project: Approximate value: Construction Contract Delivery Model: Completion date: Client contact:</p> <p>.2- Project Manager</p> <p>.1 Name and CV of individual</p> <p>.2 experience with management of phase and building planning, design, tendering, costing/budgeting control, construction/alterations, commissioning, functional performance testing and project close out.</p> <p>.3 list examples of three (3) projects with a value of 5 million dollars. Indicate: Name of project: Approximate value:</p>	10	35	
	10			

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	<p>Construction Contract Delivery Model: Completion date: Client contact:</p> <p>.3 – Other Support Staff .1 Names and CV of other Support Staff .2 staff available to devote to project. Indicate: .1 Team Member: .2 Role: .3 % Commitment .4 experience with project management.</p>	5		
2	<p>3.2 PROJECT SCOPE MANAGEMENT</p> <p>.1 describe your process to ensure adequate management of the approved scope of the project. .2 describe the process you would use to achieve a change in scope.</p>	5 5	10	
3	<p>3.3 PROJECT HUMAN RESOURCE MANAGEMENT</p> <p>.1 describe the human resource planning your firm will apply to this project .2 how will you assure adequate and competent human resources</p>	5 5	10	
4	<p>3.4 PROJECT QUALITY MANAGEMENT</p> <p>3.4.1 Detailed Design Phase .1 Describe your procedures to avoid and respond to errors & omissions, review of work/documents, and team coordination .2 Describe how you will coordinate the work of the consultant and SST .3 Describe your approach to budget control during the design phase.</p> <p>3.4.2 Construction Phase .1 Describe how will you coordinate/process working drawings, proposals, change orders. .2 Describe how will you coordinate site inspection services (including sub-consultants) .3 Describe your approach to budget control during the construction phase.</p> <p>3.4.3 Commissioning and Warranty Phase .1 Describe the “Commissioning” process using a flow chart. .2 Describe your approach to hiring a Commissioning Agent.</p>	9 8 8	25	

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5	<p>3.5 PROJECT COST MANAGEMENT</p> <p>.1 Describe the Project Cost Management methodology for the major aspects of the project.</p> <p>.2 Describe cost reporting and control process</p> <p>.3 Describe how you will assist the SST to make difficult budget choices to ensure project costs stay within approved amounts.</p>	8 7 5	20	
6	<p>3.6 PROJECT TIME MANAGEMENT</p> <p>.1 Describe your Project Time Management Plan</p> <p>.2 Describe methods you would employ to ensure project remains on schedule</p>	10 5	15	
7	<p>3.7 PROJECT COMMUNICATION MANAGEMENT</p> <p>.1 Describe the Communication Management Plan for this project.</p>	10	10	
8	<p>3.8 PROJECT RISK MANAGEMENT</p> <p>.1 Describe your process for risk identification, response planning, monitoring and control.</p>	10	10	
9	<p>3.9 PROJECT PROCUREMENT MANAGEMENT</p> <p>.1 Procurement will be done through the client procurement department. How will you ensure coordination with this group to produce best value and timely results?</p>	5	5	
10	<p>3.10 PROJECT REFERENCES</p> <p>.1 The client will contact the project references and project contacts as indicated in 3.1.1.2 and 3.1.2.3 and evaluate the responses based on successful overall Project, Cost, Time and Communication Management and willingness of contact to recommend for future projects.</p>	15	15	

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11	<p>3.11 APPROACH /UNDERSTANDING OF THESE PROJECTS</p> <p>.1 In an attached document of no more than four (4) pages, describe your overall project management approach, including but not limited to planning, organization, and management of staff and activities throughout the life of these projects. N.B. This question is not included in the overall 12 page submission for this section.</p>	25	25	
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Evaluator: _____ DATE: _____

Evaluators Total Score: _____ TOTAL SCORE X 90% = Score _____

APPENDIX B

FEE SUBMISSION FORM

SUBMITTED BY:

Name: _____

- 1. The undersigned Proponent agrees to provide all necessary means to complete the Project Management in accordance with the Agreement between the Client and the Consultant and agrees to accept, therefore, as payment in full for the delivery of **all Project Management services** as outlined in the Agreement for a fee amount excluding HST equal to:

_____ XX /100 Dollars (\$ _____)

NOTE: Proponent to attach a separate sheet indicating how this money will be paid (cash flow) over the course of the project.

- 2. The Proponent agrees that he/she has/will:
 - .1 Carefully examined every part of the proposed Agreement and thoroughly understands its stipulations, requirements and provisions.
 - .2 Determined services required; investigated and arranged for the availability of staffing to enable the continuous prosecution of the work herein described.
- 3. The Client agrees to examine this Proposal and in consideration, therefore, the Proponent hereby agrees not to revoke this Proposal:
 - .1 Until one other Proponent has entered into the Agreement with the Client for the performance of the work specified in the notice inviting Proponents or,
 - .2 Until sixty (60) days after the time fixed in the Instructions to Proponents for receiving Proposals has expired, whichever first occurs; provided, however, that the Proponent may revoke this Proposal at any time before the time fixed in the Instructions to Proponents for receiving Proposals has expired upon receipt by the Client from the Proponent of written notice of such revocation before said time has expired.
- 4. The Proponent hereby agrees to be bound by the award of this commission and if awarded the commission on this Proposal to execute the required Agreement within ten (10) days after notice of award.

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5. The Proponent hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	DATED	NUMBER OF PAGES
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Proponent declares that this Proposal is made without connection with any other person(s) submitting Proposals for the same work and is in all respects fair and without collusion or fraud.

Dated this _____ day of _____, 2012

PROPONENT'S NAME _____
(Please Print)

PROPONENT'S SIGNATURE _____

COMPANY _____

ADDRESS _____

PHONE _____ FAX No. _____

EMAIL _____

APPENDIX C
PROJECT MANAGEMENT CONTRACT
Form of Agreement
Between
CLIENT AND PROJECT MANAGER

This Agreement made this _____ day of _____, in the year 2012

by and between:

Name Halifax Regional School Board
C/O Additions and Alterations Sponsor Group
Halifax Regional School Board Office
33 Spectacle Lake Drive,
Dartmouth, NS B3B 1X7

hereinafter called the "*Client*"

and

{Name }

{Address }

hereinafter called the "*Project Manager*"

Witnesses: that the parties agree as follows:

ARTICLE A-1 SERVICES AND RESPONSIBILITIES

- (a) The Project Manager agrees to provide the services set forth in GC2-Project Manager's Services. The General Conditions included in this section shall form part of this agreement.

ARTICLE A-2 THE PROJECT TEAM

- (a) The Project Manager heads up the Project Team and reports to the Sponsor Group. The Project Team includes the Sponsor Group, Project Manager, Consultant and HRSB (Client). The Client, represented by the Sponsor Group, requires a Project Manager to bring experience in planning and project management, cost estimating, cost control, communications, value engineering, scheduling, commissioning, close out and on site coordination of the work as more particularly described in Article A-4 Scope of the Project.
- (b) The Project Manager responsibility will commencement with the Planning Phase and continue through to the completion of the last warranty phase.
- (c) The Client retains final decision making authority on all matters relevant to the Project unless delegated pursuant to this Contract or delegated otherwise in writing.

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- (d) Maintaining effective communications among the Project Team and stakeholders will be a key responsibility of the Project Manager.

ARTICLE A-3 THE PROJECT MANAGER AS AGENT

- (a) The Project Manager represents that he is knowledgeable and experienced in the use of the PMI Model as it applies to the planning and construction of school A&A Projects. The Project Manager acknowledges that he is being retained by the Client because of his knowledge and expertise in that regard.
- (b) The Client appoints the Project Manager his agent to act in his name in accordance with the terms of this Agreement and for the purpose of the management of the Project.

ARTICLE A-4 SCOPE OF THE RFP

This Contract provides for services in connection with the following Project:

- a) Project Management of the planning, design, tendering, construction, inspection, and commissioning of the Additions and Alterations Projects.
- b) Project Manager will report directly to Chris Northrup on behalf of the Sponsor Group.
- c) Project Manager scope of work includes, but is not necessarily limited to that in APPENDIX D.–SCOPE OF WORK.

ARTICLE A-5 CONTRACT FEE

- (a) The Client agrees to pay the Project Manager as compensation for its services as follows:
(i) For services performed (Contract Fee in accordance with Fee Submission Form – APPENDIX B);
(ii) For service performed (Reimbursable expenses as per Article A6);
- (b) Payment of the Contract Fee shall be made in accordance with the provisions of Article A-8 Payment and GC 10 -Applications for Payment.
- (c) The Contract Fee shall be subject to adjustment as may be required in accordance with the provisions of the Contract Documents.
- (d) The payment of the Contract Fee for all services shall **NOT** be subject to holdback described in the Builders' Lien Act, and the Project Manager expressly waives any rights and remedies it may have pursuant to the Builders' Lien Act.
- (e) For the purpose of billing, all fees are required to be broken out by building asset. Meaning – Submit a separate monthly claim for each school building associated with the projects. The HRSB will provide separate work order numbers for each project location or asset.

ARTICLE A-6 REIMBURSABLE EXPENSES

- (a) In addition to the Contract Fee stipulated in Article A-5 Contract Fee of this Agreement, the Client agrees to pay the Project Manager for the Reimbursable Expenses it incurs as defined below in

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accordance with Article A-8 Payment and GC 10-Applications for Payment.

- (b) Reimbursable Expenses shall be at rates prevailing in Halifax, Nova Scotia, except with the prior consent of the Client.
- (c) The following list itemizes expenses which may be incurred by the Project Manager in the course of performing the Project Manager's obligations under the Contract. These listed items are to be administered by the Project Manager but are not included in the amount payable to the Project Manager pursuant to Article A-5-- Contract Fee. The Client will reimburse the Project Manager on a monthly basis for these expenses, at cost, without markup:
 - i. Meterage, hotel, meals and other related expenses in reasonable compensation for travel to and from the project or for other reasons such as meetings;
 - ii. The Meterage rate shall be \$ 0.402 /km.
 - iii. Meal allowances shall be Breakfast \$6.; Lunch \$12.; Supper \$ 20.
 - iv. Any photo copying, printing, mailing expenses
 - v. Employment of the services of other consultants, sub-consultants, inspectors, etc. provided that written authorization has been obtained for the employment of such services, as may be required for the execution of the project.
 - vi. Other expenses as may be approved by the Sponsor Group.

ARTICLE A-7 OWN FORCES WORK

- (a) The Project Manager shall not bid on Tenders to perform work with its own forces, unless approved by the Client prior to such bidding.

ARTICLE A-8 PAYMENT

- (a) The Client agrees to make monthly payments to the Project Manager in Canadian funds on account of Reimbursable Expenses, the applicable portion of the Contract Fee earned as described in Article A-5 Contract Fee of this Agreement, and for any Additional Service in accordance with GC 2.4. Project Manager will submit for payment a portion of the Contract Fee, in proportion to the work completed and amount of work remaining on each project location.
- (b) If the Client fails to make payments to the Project Manager as they become due under the terms of this Contract, or in an award by arbitration or court, interest at the prime rate per annum as of the date payment became due on such unpaid amounts shall also become due and payable until payment is made. Such interest shall be calculated and added to any unpaid amounts monthly. Prime rate, for the purposes of this Agreement, means the lowest rate of interest quoted by Bank of Nova Scotia from time to time at Halifax, Nova Scotia to the most credit worthy borrowers for prime business loans.

ARTICLE A-9 RIGHTS AND REMEDIES

- (a) The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a substitution for any duties, obligations, rights and remedies otherwise available by law.
- (b) No action or failure to act by the Client or Project Manager shall constitute a waiver of any right or duty afforded either of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE A-10 RECEIPT OF AND ADDRESSES FOR NOTICES

Communications relating to the terms of this agreement shall be provided in writing between the parties and shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual or to a member of the firm or to an officer of the corporation for whom they are intended or if sent by post or by facsimile transmission, to have been delivered within five (5) days of the date of mailing, or three (3) days in the case of facsimile transmission, when addressed as follows:

The Client:

Kathryn Burlton, Manager, Accounting & Purchasing
33 Spectacle Lake Drive,
Dartmouth, NS B3B 1X7
Phone: 902-464-2000 ext 2843 Fax: 902-464-2238

The Project Manager at:

{to be completed}

ARTICLE A-11 LAW OF THE CONTRACT

The law of Nova Scotia shall govern the interpretation of the Contract.

ARTICLE A-12 LANGUAGE OF THE CONTRACT

This Agreement is drawn in English at the request of all parties hereto, and all correspondence between the Client and Project Manager shall be in English.

ARTICLE A-13 PRIOR NEGOTIATIONS, REPRESENTATIONS OR AGREEMENTS

This Agreement supersedes all prior negotiations, representations or agreements, express or implied, either written or oral.

ARTICLE A-14 SUCCESSION

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

ARTICLE A-15 DISCOUNTS, REBATES AND REFUNDS

All cash discounts shall accrue the Client. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment applicable to the Project shall accrue to the Client, and the Project Manager shall make provisions so that they can be secured.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED

In the presence of:

HALIFAX REGIONAL SCHOOL BOARD (the CLIENT)

Name _____ **Witness** _____

Title: _____ **Date:** _____

PROJECT MANAGER

Name _____ **Witness** _____

Date: _____

GENERAL CONDITIONS

PROJECT MANAGEMENT CONTRACT

GC 0 DEFINITIONS

The following definitions shall apply to all Contract Documents.

1. BUDGET

a. Construction Budget Costs

Construction Budget means the estimated cost of construction for the Project, excluding HST.

b. FFE&T Costs

Fixtures, Furnishings, Equipment and Technology (FFE&T) Costs
The cost of purchasing all items in this category. Example: Chairs, Computers, Instructional Equipment, but exclusive of HST.

c. Hard Cost

A cost that is considered a direct construction cost. This cost may include land, buildings, equipment or machines. Hard Costs do not include architectural, engineering, financial or legal costs. A hard cost is considered a cost that is applied and affixed to the asset, but exclusive of HST.

d. Project Budget Cost

Project Budget means the funds approved by the Province of Nova Scotia, Order in Council for the entire cost of both projects, but exclusive of HST.

e. Soft Costs

A cost that is not considered direct construction cost. Soft costs may include administrative, consultants, investigative, surveying, cost estimating, project management, architectural, engineering, financial, and legal services, but exclusive of HST.

2. Client

The Client is the Halifax Regional School Board, and is represented by the Sponsor Group. The Client is also the Contract Authority.

3. Consultant

The Consultant is the person, firm or corporation retained by the Client to perform: design services, cost estimating services, investigative services and the like.

Some limited elements of work have started at each of the two sites using consultants under the HRSB standing offer agreement. These consultants are retained for completion of these specific

elements only. Further consultative services will follow as required.

4. Contract

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

5. Contractor

A Contractor is a person, firm or corporation having a direct Contract with the Client to perform the Work.

6. Contract Documents

The Contract Documents consist of the executed Agreement between the Client and the Project Manager, APPENDIX C and the General Conditions of the Project Management Contract, including amendments thereto incorporated before the execution of the Contract and agreed upon between the parties.

7. Contract Fee

Contract Fee means the dollar amount payable by the Client to the Project Manager in accordance with Article A-5 Contract Fee.

8. Place of the Project

The locations of the Projects are:

- 1) Cole Harbour District High School, 2 Chameau Cres, Cole Harbour, N.S.
- 2) Eastern Passage High School, Eastern Passage, N.S.

9. Project

The Project means the total construction and related services to be planned and managed under this Contract of which the Work is a part as generally described in Article A-4 Scope of the Project.

10. Project Manager

The Project Manager is the person, firm or corporation identified as such in the Agreement. The term Project Manager means the Project Manager or his authorized representative as designated to the Client in writing.

11. PROJECT PHASING

a. Planning Phase

This phase of work includes the development of the project management plan, the functional program and the conceptual design.

b. Detailed Design Phase

Detailed Design Phase means the time period subsequent to completing the Program and Concept, leading to a tender and prior to the start of construction activity at the Place of the Project.

c. Construction Phase

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Construction Phase means the period of time during which construction work is performed by Contractors at the Place of the Project and commences on the first day a Contractor performs Work and terminates on the day fixed for Substantial Performance of the Project. Construction Phases may be completed over multiple years in packages that align with the fiscal year.

d. Post Construction Phase

Post Construction Phase means that period of time following the Substantial Performance. This will include final commissioning, Functional Performance Testing, warranty administration, deficiency identification and correction, training and demonstrations, closeout documentation, final accounting and additional work as required.

12. Project Team

Project Team means the representatives of the Client, Consultant and Project Manager as designated by each of those parties.

13. Sponsor Group

The Sponsor Group will represent the Client in all undertakings on this project. The Sponsor Group consists of the following:

Ron Heiman, Halifax Regional School Board
Chris Northrup , Halifax Regional School Board
Regional Director, Facilities Management, Nova Scotia Department of Education

14. Services

Services means those Services described in GC-2 Project Managers' Services.

15. SST

School Steering Team – Committee of stakeholders established in the planning stages of the project to provide input to Sponsor Group and Design Team.

16. Substantial Performance of the Project

Substantial Performance is when the Consultant determines that 97.5% of the project has been completed.

17. Supplier

Supplier means a person or entity having a direct contract with a Trade Contractor who supplies products or materials not worked to a special design for the Work.

18. Time

The Contract Time is the time stipulated in paragraph (b) of Article A-2 or such other time as mutually agreed. Day means calendar day. Working day means days other than Saturdays, Sundays and holidays which are observed by the construction industry in the area of Halifax, Nova Scotia.

19. Total Performance of the Project

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Total Performance of the Project is the date when the total construction and related services contemplated by the Project have been performed to the requirements of all Trade Contracts and in conformance with the provisions of the Builders' Lien Act.

20. Work

The Work means that portion of the Project performed by a Contractor.

GC 1 DOCUMENTS

- 1.1 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.
- 1.2 In the event of conflicts between Contract Documents, priority shall be given to the documents in the order listed herein and those listed before shall govern over those listed after:
 - (a) Agreement
 - (b) General Conditions.

GC 2 PROJECT MANAGER'S SERVICES

- 2.1 The Project Manager will perform the services, working closely with the Client, Consultants and Contractors, with due consideration to the extent that some of these services will be provided directly by the consultant under the consultant agreement, to achieve the Scope of Work identified in APPENDIX D.
- 2.2 The Project Manager should reference the *Proposed Schedule in APPENDIX E*.

GC 3 CLIENT'S RESPONSIBILITY

- 3.1 The Client shall provide full and timely information regarding its requirements for the Project.
- 3.2 The Client shall designate in writing a representative who shall be fully acquainted with the Project who shall have the authority to act on the Client's behalf in relation to all duties and responsibilities of the Client under this Contract.
- 3.3 The Client shall retain a Consultant who shall be responsible for the design and design-related services required for the Project. The duties, responsibilities and services to be provided by the Consultant shall be described in the agreement between the Client and the Consultant, a copy of which shall be furnished to the Project Manager.
- 3.4 The Client shall furnish promptly to the Project Manager all necessary information regarding the Place of the Project.
- 3.5 The Client shall pay for all necessary approvals, permits, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

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- 3.6 The Client shall furnish such legal and auditing services as are required for the performance of the Contract.
- 3.7 The Client shall provide, maintain and pay for the specific insurance coverage's listed in GC 16.-Insurance, other than liability insurance coverage provided and maintained by the Project Manager as per GC16.1.
- 3.8 The Client shall promptly notify the Project Manager in writing of any defective, faulty or non-conforming Work of which it becomes aware.
- 3.9 The Client shall provide for the payment of all Contractors in accordance with the terms and conditions of his agreements with such Contractors, upon certification of the Project Manager.

GC4 [Deleted]

GC5 [Deleted]

GC 6 CLIENT'S RIGHT TO PERFORM OR TERMINATE CONTRACT

- 6.1 If the Project Manager should be adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the Client may, without prejudice to any other right or remedy it may have, by giving the Project Manager or receiver or trustee in bankruptcy written notice, terminate the Contract.
- 6.2 If the Project Manager should neglect to provide the services required by the Contract to a substantial degree, the Client may notify the Project Manager in writing that the Project Manager is in default of its contractual obligations and instruct the Project Manager to correct the default within five (5) working days immediately following the receipt of such notice.
- 6.3 If the Project Manager fails to correct the default in the time specified, the Client, without prejudice to any other right or remedy the Client may have, may:
 - (a) correct such default and deduct the cost thereof from any payment of fee then or thereafter due the Project Manager, or
 - (b) terminate the Project Manager's right to perform the Contract in whole or in part or terminate the Contract.
- 6.4 The Client reserves the right to terminate the Contract at any time for its convenience in its sole and absolute discretion.
- 6.5 If the Client terminates the Project Manager's right to perform the Contract, the Client shall:
 - a) be entitled to finish the Project by whatever method he may consider expedient, and
 - b) pay to the Project Manager those further amounts to which the Project Manager is entitled in accordance with Article A-6 Reimbursable Expenses, and the

proportionate amount of the Contract Fee earned to the date of termination.

The Project Manager shall, as a condition of receiving the payments described, execute and deliver all such papers and take such action, including the legal assignment of his contractual rights, as the Client may require for the purpose of fully vesting in himself the rights and benefits of the Project Manager under the obligations or commitments to be assumed by the Client.

- 6.6 After the completion of the Detailed Planning Phase, if the final cost estimates make the Project no longer feasible from the standpoint of the Client, the Client may terminate the Contract and shall pay the Project Manager its fee due and payable to the date of termination in accordance with Article A-5 Contract Fee and any Reimbursable Expenses incurred pursuant to Article A-6 Reimbursable Expenses.

GC7 [Deleted]

GC8 PROJECT MANAGER'S RIGHT TO TERMINATE CONTRACT

- 8.1 If the Client should be adjudged bankrupt or makes a general assignment for the benefit of creditors because of its insolvency or if a receiver is appointed because of its insolvency, the Project Manager may, without prejudice to any other right or remedy the Project Manager may have, by giving the Client or receiver or trustee in bankruptcy written notice, terminate the Contract
- 8.2 If the Project or a substantial part thereof should be stopped or otherwise delayed for a period of thirty (30) days or more under an order of a court or other public authority having jurisdiction and providing that such order was not issued as the result of an act or fault of the Project Manager, the Project Manager may, without prejudice to any other right or remedy it may have, by giving the Client written notice, terminate the Contract
- 8.3 Should the Client suspend the Project for a period of sixty (60) days and the Client has not instructed the Project Manager to resume the Project within five (5) working days after the Project Manager gives the Client written notice of the Project Manager's intention to resume the Project, and providing such suspension was not due to the default of the Project Manager, the Project Manager may, without prejudice to any other rights or remedies it may have, by giving the Client written notice, terminate the Contract.
- 8.4 The Project Manager may notify the Client in writing that the Client is in default of its obligations under the Contract if:
- (a) the Client fails to pay the Project Manager when due, those amounts which are due and payable in accordance with the Contract or an award by arbitration or court, or
 - (b) the Client violates the requirements of the Contract to a substantial degree.

The Project Manager's written notice to the Client shall advise that if the default is not corrected in the seven (7) working days immediately following the receipt of the written

notice, the Project Manager may, without prejudice to any other right or remedy it may have, terminate the Contract.

- 8.5 If the Project Manager terminates the Contract as herein set out, it shall be paid forthwith all sums to which it is entitled determined as if paragraph 6.5 of GC6 -Client's Right to Perform or Terminate Contract applied.

GC 9 CHANGES IN THE PROJECT

- 9.1 Should the Client during the Detailed Design Phase require a significant revision in the design concept then developed, the Contract Fee and the Contract Time shall be subject to an appropriate adjustment. Any additional fee to which the Project Manager is entitled shall be such sum as having regard to the total fee payable by this Contract for the Planning Phase representing the amount of the services provided by the Project Manager which must be duplicated by such change. The Contract Time and the date for Substantial Performance of the Project may each be adjusted to reflect the time as may reasonably be required having regard to all circumstances as a result of the change required by the Client.
- 9.2 Should the Client make changes in all or any portion of the Work during the course of the Construction Phase and should such changes individually or collectively have the effect of extending the Contract Time or the date of Substantial Performance or Total Performance of the Project, the Project Manager may be entitled to payment of an additional fee having regard to that portion of the fee allocated to the Construction Phase of the Agreement as reflects the additional time for which the Project Manager is required to be engaged on the Project.
- 9.3 The Project Manager shall advise the Client promptly when the Project Manager determines that changes as herein contemplated will delay the date of Substantial Performance of the Project, extend the Contract Time, and entitle the Project Manager to payment of an additional fee.
- 9.4 If the Client and Project Manager cannot agree on the change in Contract Time and Contract Fee, the matter shall be determined in accordance with the provisions of GC 11- Disputes.

GC 10 APPLICATIONS FOR PAYMENT

- 10.1 The Project Manager shall submit to the Client on a monthly basis an application for payment covering all Reimbursable Expenses incurred during the previous period pursuant to Article A-6 Reimbursable Expenses, and the amount of the Contract Fee then due as provided in Article A-5 Contract Fee.
- 10.2 The Client shall make payment to the Project Manager on account in accordance with the provisions of Article A-8 Payment no later than fifteen (15) days following the date of receipt of an application for payment.

GC 11 DISPUTES

- 11.1 Differences between the Client and Project Manager as to the interpretation, application or administration of this Contract or any failure to agree where agreement between the parties is called for, herein collectively called disputes, shall be settled in accordance with the requirements of this General Condition.
- 11.2 If, following reasonable efforts to resolve a dispute by amicable negotiations, the Client and Project Manager have been unable to resolve a dispute, either the Client or the Project Manager may, by written notice, require the appointment of a mediator in accordance with the latest edition of the Rules for Mediation of CCDC-40 Rules for Mediation and Arbitration of Construction Disputes to assist the Project Manager and Client to reach agreement. Unless the parties agree otherwise, the mediated negotiations shall be conducted in accordance with those Rules as amended as follows:
- 11.3 If the dispute has not been resolved within fifteen (15) days after a mediator was appointed under GC 11.2, or within such further period agreed to by the Client and Project Manager, the mediator shall terminate the mediated negotiations by giving written notice.
- 11.4 All unresolved disputes shall be referred to and finally resolved by arbitration under the latest edition of the Rules for Arbitration of CCDC-40 Rules for Mediation and Arbitration of Construction Disputes, with the exception that Clause 7.1(b) of the Rules does not apply.

GC 12 ASSIGNMENT

- 12.1 Neither party to the Contract shall assign the Contract or a portion hereof without the written consent of the other, which consent shall not be unreasonably withheld.

GC 13 PATENT FEES

- 13.1 The Project Manager shall hold the Client harmless from and against claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Project Manager's performance of the Contract which are attributable to an infringement of a patent or invention by the Project Manager or anyone for whose acts he may be liable.
- 13.2 The Client shall hold the Project Manager harmless against claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Project Manager's performance of the Contract which are attributable to an infringement or an alleged infringement of a patent or invention in executing anything for the purpose of the Contract, the model, plan or design of which was supplied to the Project Manager for the performance of the Contract.

GC 14 WAIVER

- 14.1 As of the date of Total Performance of the Project, the Client expressly waives and releases the Project Manager from all claims against the Project Manager including

without limitation those that might arise from the negligence or breach of Contract by the Project Manager except one or more of the following:

- (a) those made in writing prior to Total Performance of the Project and still unsettled;
- (b) those arising from the provisions of GC15 -Indemnification;
- (c) those made in writing within a period of one (1) year from the date of Total Performance of the Project arising from any liability of the Project Manager for damages resulting from the Project Manager's performance of the Contract with respect to defects or deficiencies in the Project for which the Project Manager is responsible.

- 14.2 As of the date of Total Performance of the Project, the Project Manager expressly waives and releases the Client from all claims against the Client including without limitation those that might arise from the negligence or breach of Contract by the Client except:
- (a) those made in writing prior to the date of Total Performance of the Project;
 - (b) those arising from the provisions of GC15 -Indemnification.

GC 15 INDEMNIFICATION

- 15.1 The Client shall indemnify and hold harmless the Project Manager, his agents and employees, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by third parties, including all legal fees, costs and expenses incurred in defending such claims, that arise out of or are attributable to the performance of the Contract except any proportion thereof which are attributable to acts or omissions of the Project Manager, its agents or employees which constitute a breach of this Contract and for which the Project Manager is liable under the terms of this Contract.
- 15.2 The Client shall indemnify and hold harmless the Project Manager, the Project Manager's agents and employees, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the performance of the Contract which are:
- (a) attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of the Project; or
 - (b) attributable to the negligence of or a breach of Contract by the Consultant or Client;
- or
- (c) attributable to the negligence or breach of Contract by any Trade Contractor.
- 15.3 The Project Manager shall indemnify and hold harmless the Client, the Client's agents and employees, from and against claims, demands, losses, costs, damages, actions, suits or proceedings (hereinafter called the 'claims') by third parties that arise out of, or are attributable to, the Project Manager's performance of the Contract, provided such claims are:
- (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property; and
 - (b) caused by negligent acts or omissions of the Project Manager or those directly employed or engaged by the Project Manager;
- and
- (c) made in writing within a period of one (1) year from the date of Total Performance of the Project, or within such shorter period as may be prescribed by a limitation statute of the Province of Nova Scotia.

The Client expressly waives the right to indemnity for claims other than those stated above.

15.4 The obligation of the Project Manager to indemnify hereunder shall be limited to the dollar amounts which are recoverable under the insurance coverage's maintained pursuant to GC 16 -Insurance.

C 16 INSURANCE

16.1 Without restricting the generality of GC15 -Indemnification, the Project Manager shall provide, maintain and pay for the following insurance coverage's: Professional Liability (Errors & Omissions) insurance, general liability insurance, automobile liability insurance and equipment insurance for any equipment owned and used by the Project Manager throughout the performance of the Project. Such insurances shall have coverage limits of not less than Two million (\$2,000,000) per occurrence. The Project Manager shall provide the Client with certificate(s) evidencing insurance coverage's and shall not permit insurance coverage's provided herein to be cancelled unless 60 days prior written notice has been provided to the Client.

16.2 Proponent shall ensure that the above Insurance policies:

- 1) are endorsed to provide HRSB with not less than thirty (30) days written notice in advance of cancellation, change or amendments restricting coverage;
- 2) do not include a deductible that exceeds such maximum amount that a reasonably prudent business person would consider reasonable; and
- 3) take the form of an occurrence basis policy and not a claims-made policy.

Proponent shall, before any services are performed, provide HRSB with a copy of the certificates of insurance and, if requested by HRSB, the insurance policies evidencing all the coverage stipulated above, and HRSB may withhold payment of any invoice until it receives evidence of such coverage. Failure for any reason to furnish this proof at any time shall be a breach of the contract, allowing the HRSB to terminate the contract or at the HRSB's option, to supply such insurance and charge the cost to Proponent. The HRSB may require Proponent to have the HRSB added as an insured party to the insurance policy and/or require Proponent to furnish a certified copy of the policy for such insurance.

Proponent shall not make or cause to be made any modification or alteration to the Insurance, nor do or leave anything undone, which may invalidate the Insurance coverage. Proponent shall be responsible for any deductible and excluded loss under the Insurance.

Proponent shall cause all subcontractors performing services to obtain and maintain the Insurance policies required by this Section.

Proponent agrees that the insurance coverage required to be maintained by it under the provisions of this Contract shall in no manner limit or restrict its liabilities under this Contract. HRSB reserves the right to maintain the insurance in good standing at Proponent's expense and to require Proponent to obtain additional insurance where, in HRSB's reasonable opinion, the circumstances so warrant.

GC 17 GENERAL

- 17.1 Unless otherwise specified, this Contract shall be governed by the law of the Province of Nova Scotia.
- 17.2 This Contract represents the entire and integrated agreement between the Client and the Project Manager and supersedes all prior negotiations, representations or agreements either written or oral. This Contract may be amended only in writing signed by both the Client and the Project Manager.
- 17.3 Words importing the singular shall include the plural and vice versa. Words importing any gender shall include other genders and words importing persons shall include individuals, partnerships, associations, unincorporated organizations and corporations.
- 17.4 If any portion of this Contract or the application thereof to any circumstance shall be held invalid or unenforceable, the remainder of this Contract shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- 17.5 The Project Manager shall, for all purposes under this Contract, and in relation to any aspect of the performance of its obligations, be an independent contractor and shall have responsibility for control over the details and means of performing such obligations in accordance with the terms and conditions of this Contract.

APPENDIX D***SCOPE***

The scope of these projects is:

- a) Development of the existing Cole Harbour High School to provide a Skilled Trade Program. Generally this will require the construction of a replacement Gym to allow the existing Gym to be used for the new Skilled Trades Program.
- b) Development of an Eastern Passage Elementary School(s) to provide a High School facility. This may require alterations to two (2) additional schools to accommodate program needs.

The scope of work covered by this proposal will consist of that normally provided by a competent project manager on a building planning and construction project which is generally as indicated in *this document and Appendix F*. The final costs of the project is expected to be approximately \$25 million including consulting fees. Schedule for completion is as indicated in *APPENDIX E - Proposed Project Schedule*.

BACKGROUND INFORMATION

The following is offered as background information to Proponents:

Cole Harbour High

- A major A&A of the existing Cole Harbour District High School in Cole Harbour

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including:

- A new Gym and interface alterations along with site work by August 2013.
- A new Skilled Trades Program space, other program space, entrance upgrade by August 2014.
- The Client is acquiring services for site survey, hazmat survey, as found drawings and conceptual design in preparation for a design build tender call.
- The Client has embarked on a fast track process through design build to complete the Gymnasium and interface alterations.
- An SST has been established.
- It is anticipated that the A&A at this school will be completed while the school is occupied.

Eastern Passage High

- A major A&A at one school in Eastern Passage and a minor A&A at one or two additional schools in Eastern Passage with an expected completion date of August 2014.
- The Client has established a Site Review Committee to determine the preferred location for the major High School renovation. This process will also identify high level A&A requirements for the remaining two locations.
- The Client will acquire services for site survey, hazmat survey and as found drawings in preparation for A&A.
- SST has been established.
- It is anticipated that the A&A at the new High School will be completed in a vacated facility.
- It is anticipated that the A&A at the other schools will be completed while the schools are occupied.

Reporting to the Sponsor Group, the Project Manager is expected to lead the project, and carry out the necessary planning, organizing, tendering, supervision, and overall management to produce a successful project. The Project Manager will work with the Sponsor Group as well as the Consultants in managing the project.

Without limiting the generality of the foregoing, the following will also be among the services expected to be provided by the Project Manager:

A) GENERAL/PROJECT PLANNING

- Maintain effective communications among the Project Team, contractors, SST Committee, and other stakeholders, including recording of minutes at all meetings for each Project location.
- Confirm project goals in terms of cost, schedule, quality, and physical requirements.
- Responsible to provide cost estimating for all aspects of the project.
- Manage design development process by the consultants.
- Establish detailed project schedule review and report on progress relative to schedule, and identify variances as they occur or are anticipated. Ensure that corrective measures are implemented.
- Provide value engineering of alternate methods and systems to meet budget requirements.
- Provide detailed breakout budgeting of options.
- Review detailed design development with consultants.

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- Coordinate information between client and team members.
- Update budget based upon design development.
- Update project schedule; suggest contracting strategies for the project to meet schedule and cost targets. Suggest early or separate tender packages, if applicable to meet schedule requirements.
- Review construction document production.
- Provide input on ability to construct, methods and materials selection.
- Conduct final review of all documents prior to Tender.

B) CONSTRUCTION PHASE SERVICES

- Solicit input from Client and agree upon final tender list.
- Solicit Bids from contractors.
- Receive, review and qualify Tenders. Prepare detailed Tender analysis.
- Interview proposed successful contractors.
- Prepare final recommendations and terms of award.
- Work with client to recommend and award Tender.
- Conduct pre-construction meeting.
- Represent Client during construction phase. Visit site regularly.
- Ensure contractors and other personnel abide by client and provincial safety practices on the project.
- Organize and review decisions on contracting strategies for the project to meet quality, schedule, and cost targets.
- Manage construction implementation for conformity with the approved design, including detailed scheduling and coordination, management of inspection, administration of construction changes, and approval of progress claims.
- Facilitate regular project meetings and other meetings as required for necessary communication with appropriate stakeholders. Attend other necessary meeting with architect, engineer, builder, client, contractors, etc.
- Approve monthly project Progress Claims as reviewed by Consultant and forward to Client for payment.
- Review and approve, for client payment, other contractor and vendor invoices.
- Monitor and control construction costs. Issue monthly project cost variance reports.
- Review request for contract changes in cost/quality/time. Negotiate on behalf of Client as required.
- Monitor and report schedule status.
- Consult frequently so as to avoid construction conflicts.
- Mediate and resolve construction conflicts that may occur.
- Management of FFE&T, selection and acquisition.

C) CONSTRUCTION CONTRACT CLOSEOUT

- Ensure completion of contract verification punch list and proper contract closeout.
- Responsible to ensure final commissioning and functional performance testing.
- Manage deficiency and warranty work commissioning.
- Manage training and the compilation of operating manuals and record documentation.
- Review and process final payments and lien documentation.

- Maintain a close relationship with the Client's operations staff to ensure smooth and proper takeover of the Project as it is completed, including the necessary training and instruction of the Client's operating staff.
- Assist the Client in administering warranties of the Contractors and Suppliers.
- Coordinate the warranty inspection for the Work of Contractors one month prior to the main warranty date specified by the Consultant in the Contract.
- Assist the Client in the revisions to the Fire Safety Plan documentation.

D) ADDITIONAL SERVICES

- At the request of the Client, the Project Manager will provide additional services upon written agreement between the Client and Project Manager defining the extent of such additional services and the amount and manner in which the Project Manager will be compensated for additional services.
- Services related to the resolution of claims, adjudication of disputes or litigation, where such services are beyond the scope of the Project Management Contract

APPENDIX E
PROPOSED PROJECT SCHEDULE
WITH TENTATIVE DATES

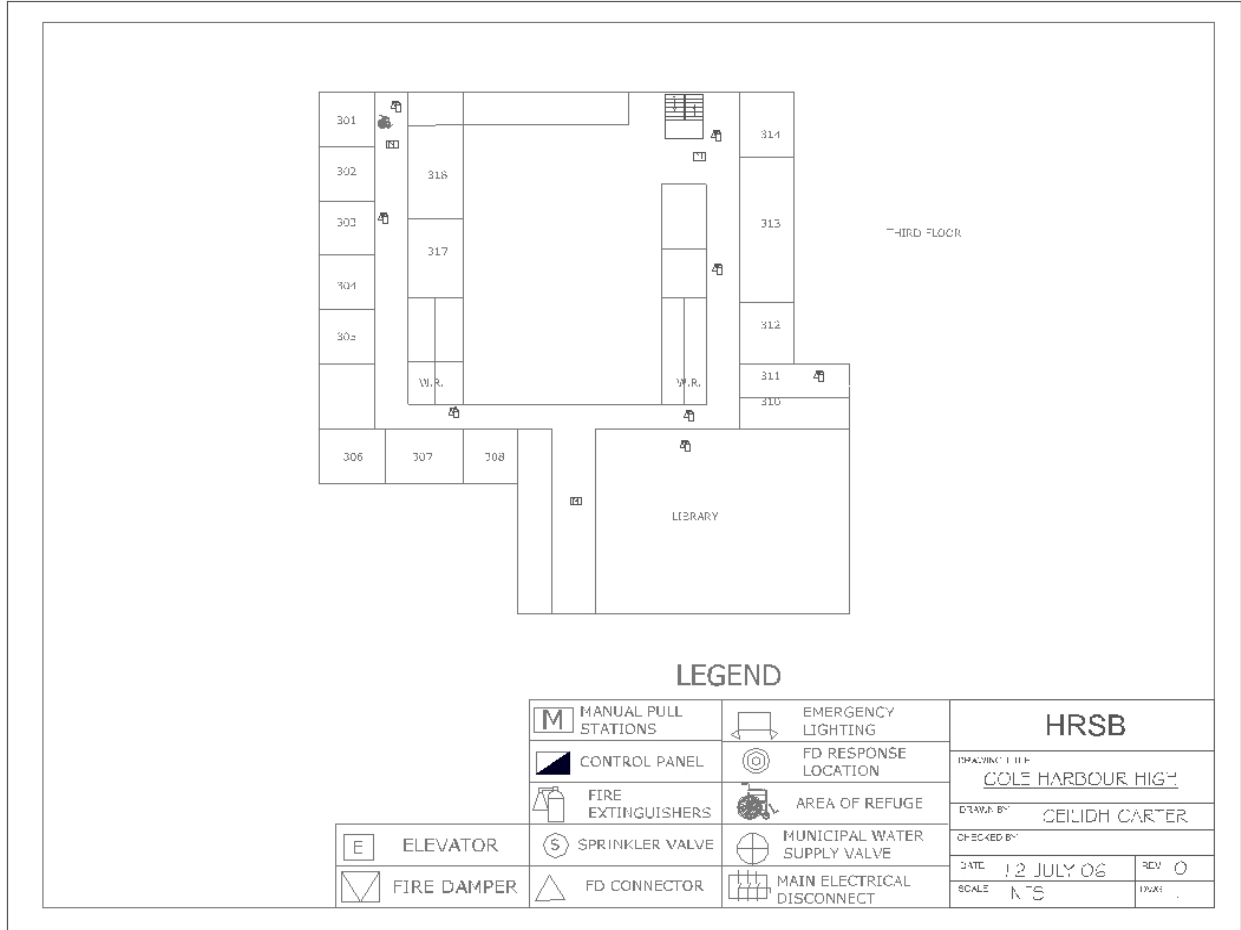
***NOTE:** This schedule is for fast tracking the work at Cole Harbour High Gym and is proposed for general reference only.*

- RFP for Project Manager Advertised 5 -Jul – 12
- RFP Project Manager (Information Session) 11-July-12
- RFP for Project Manager Closing 20 -Jul -12
- RFP for Project Manager Award 3 -Aug -12
- RFP for Design Build Team Advertised (CHDS Gym) 10 -Aug -12
- RFP for Design Build Site Visit (CHDS Gym) 15 -Aug -12
- RFP for Design Build Team Closed (CHDS Gym) 24 –Aug -12
- RFP for Design Team Award (CHDS Gym) 31 -Aug -12

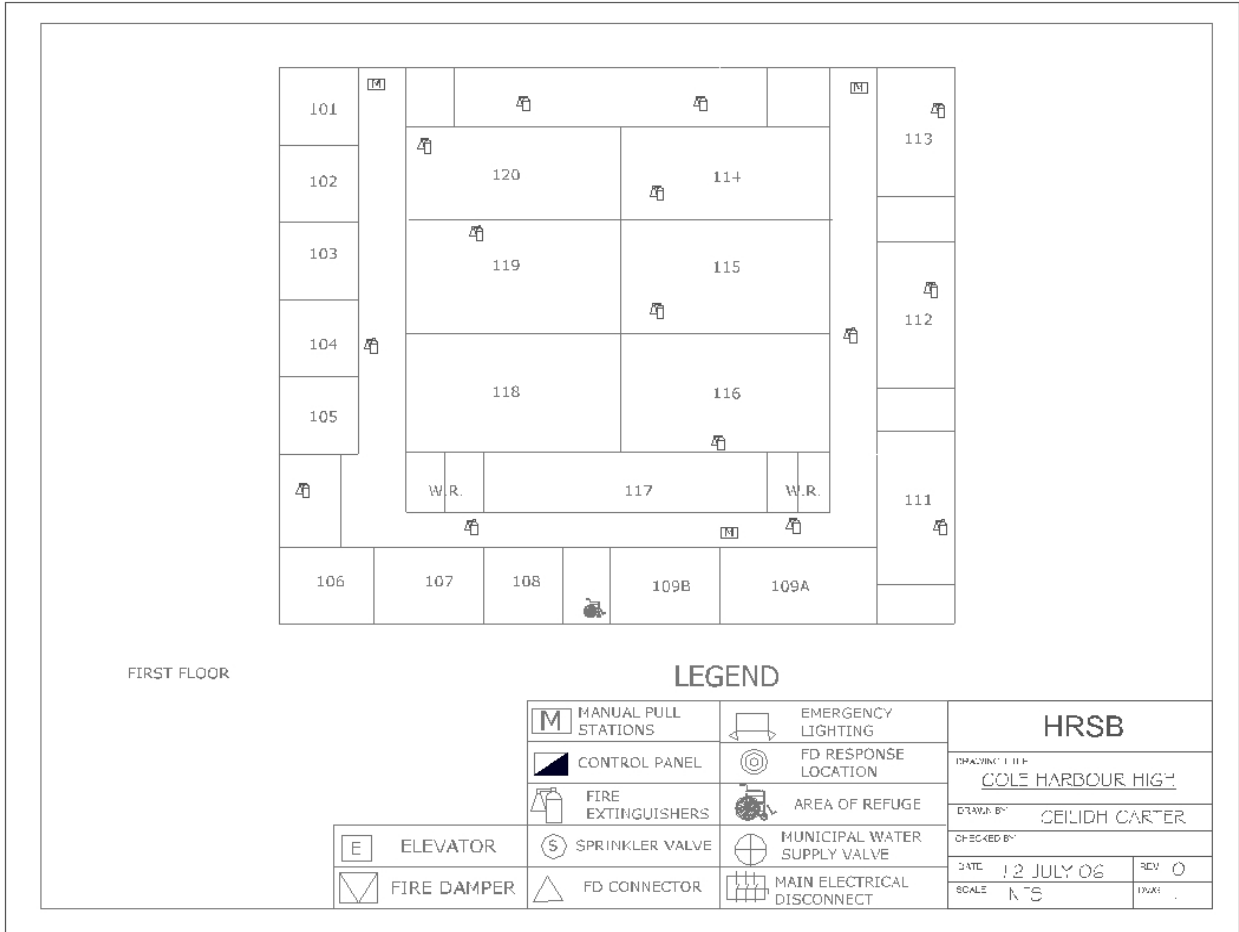
APPENDIX F

Floor Plans

Cole Harbour High - Ground Floor



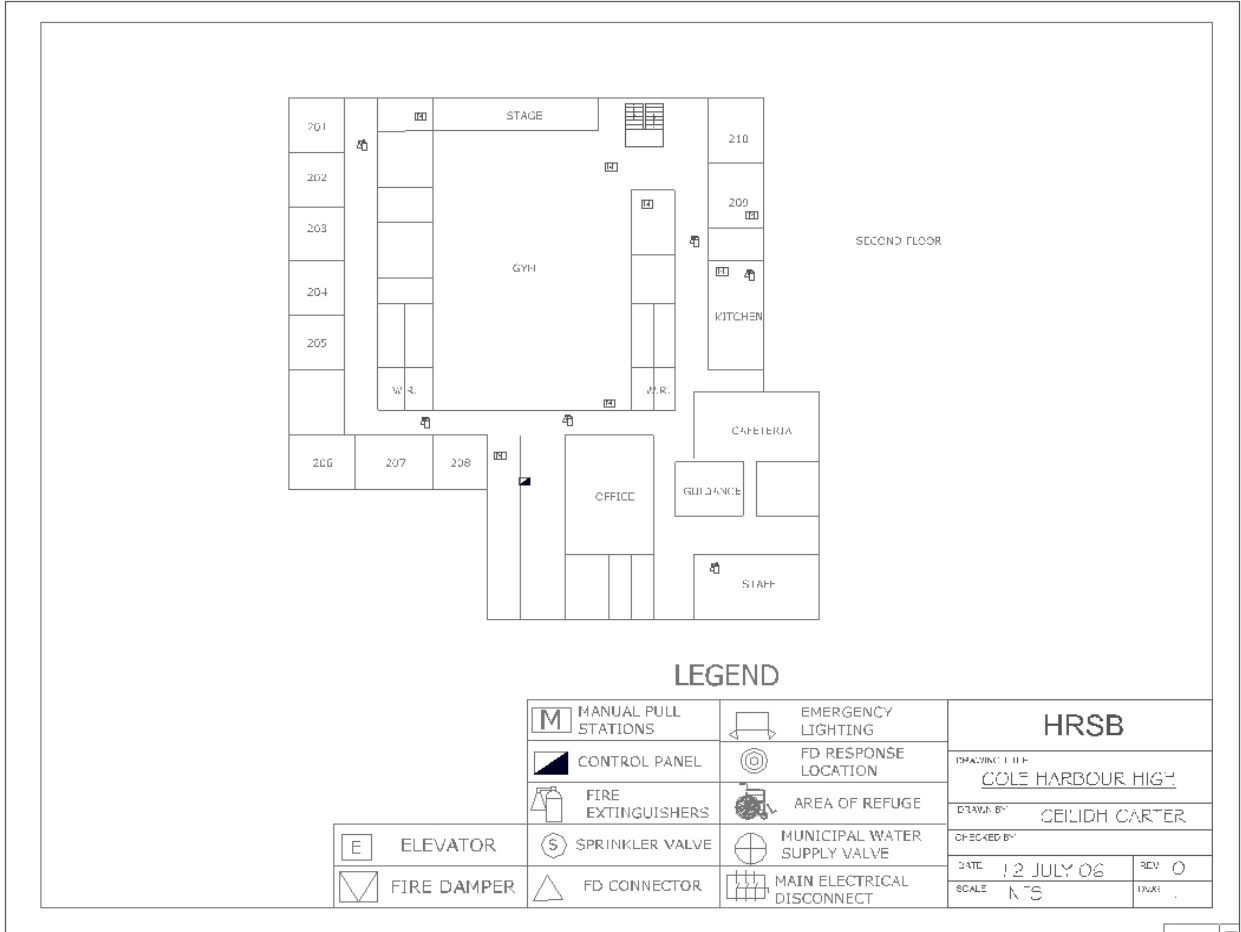
Cole Harbour High - 1st Floor



LEGEND

MANUAL PULL STATIONS	EMERGENCY LIGHTING	HRSB	
CONTROL PANEL	FD RESPONSE LOCATION		
FIRE EXTINGUISHERS	AREA OF REFUGE	DRAWING TITLE COLE HARBOUR HIGH	
ELEVATOR	SPRINKLER VALVE	DRAWN BY CELIDH CARTER	
FIRE DAMPER	FD CONNECTOR	CHECKED BY	
	MUNICIPAL WATER SUPPLY VALVE	DATE 12 JULY 06	REV 0
	MAIN ELECTRICAL DISCONNECT	SCALE N.S.	DATE

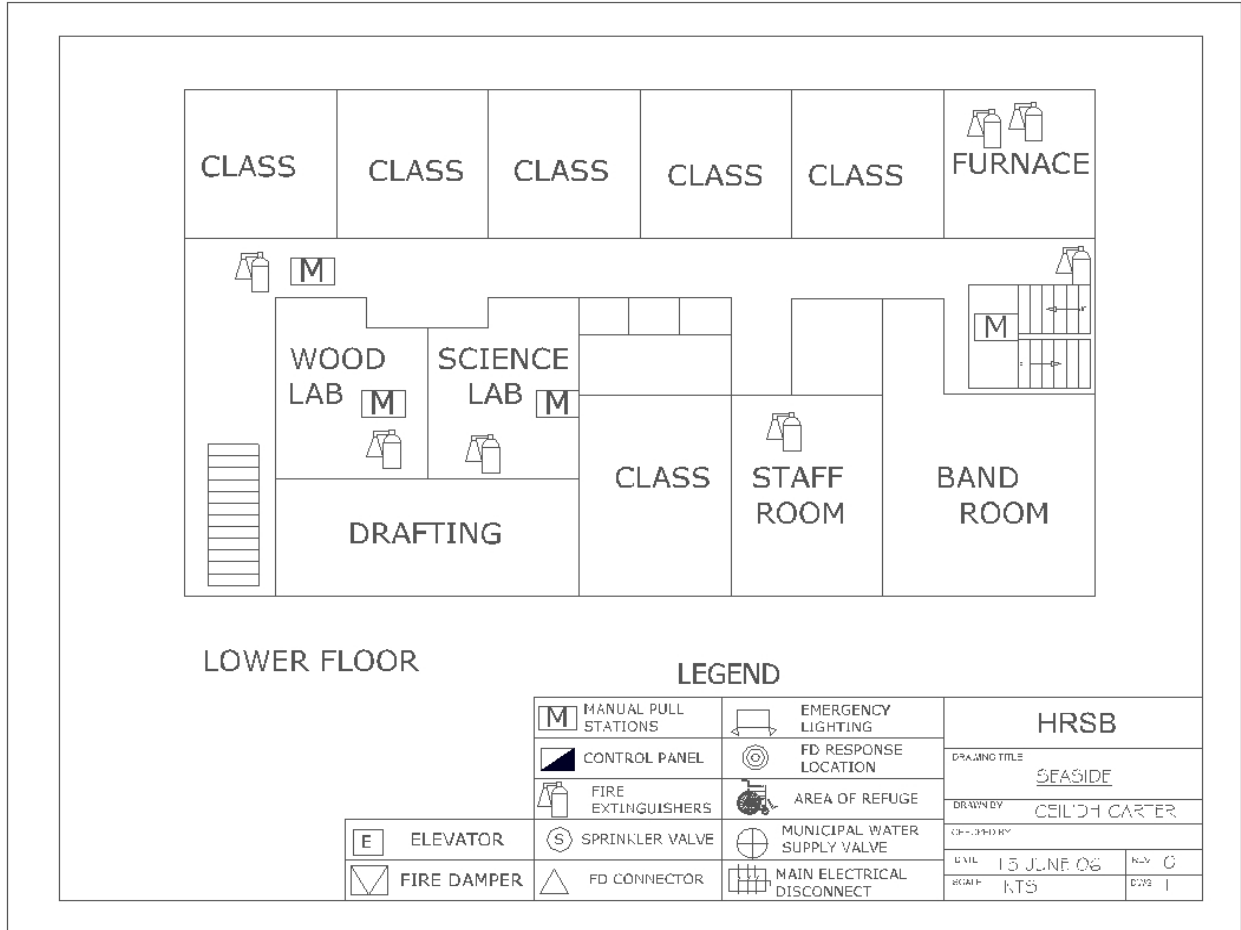
Cole Harbour High - 2nd Floor



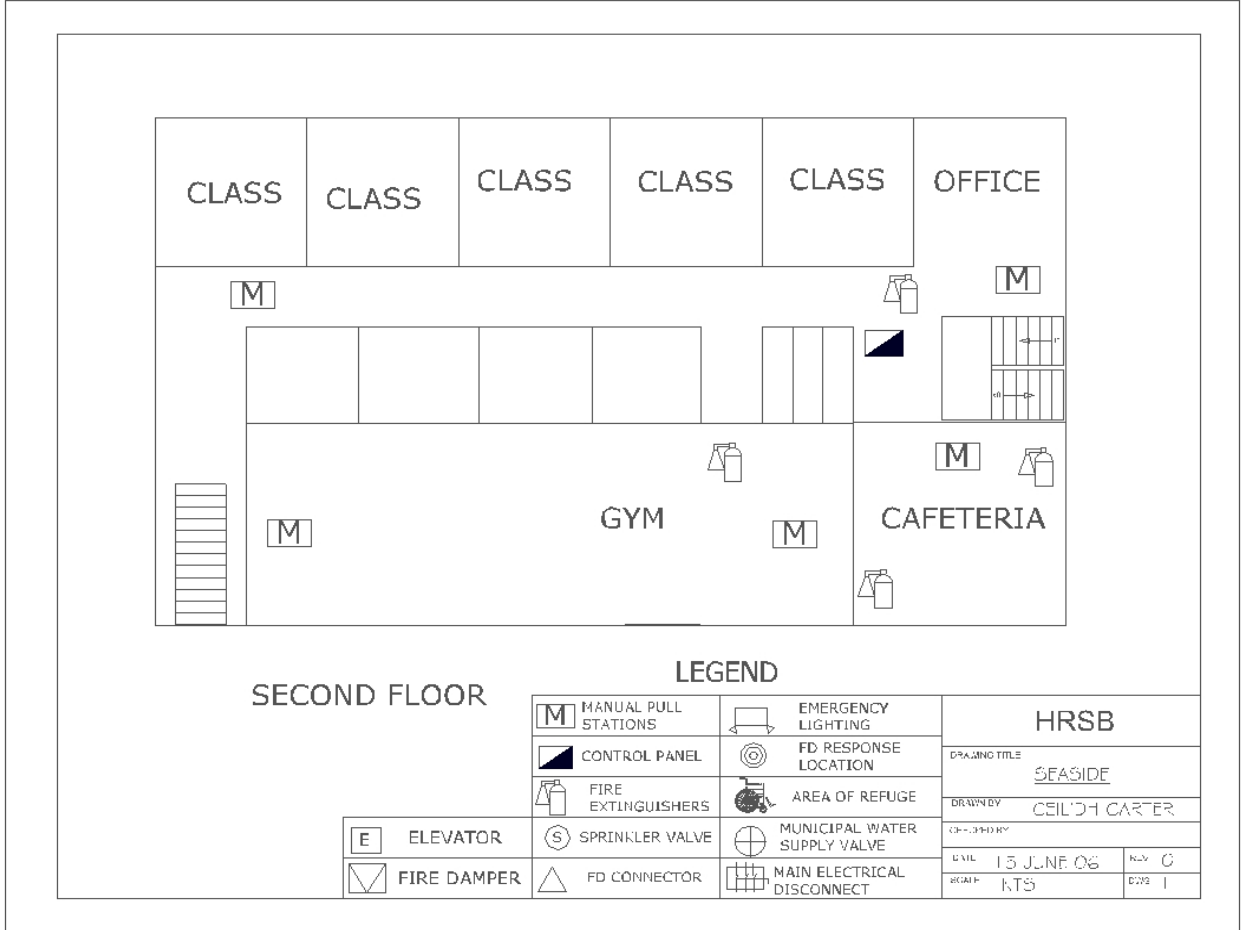
LEGEND

ELEVATOR	MANUAL PULL STATIONS	EMERGENCY LIGHTING	HRSB PROJECT TITLE: COLE HARBOUR HIGH
FIRE DAMPER	CONTROL PANEL	FD RESPONSE LOCATION	
FIRE EXTINGUISHERS	SPRINKLER VALVE	AREA OF REFUGE	DRAWN BY: CELIDH CARTER
FD CONNECTOR	MUNICIPAL WATER SUPPLY VALVE	MAIN ELECTRICAL DISCONNECT	CHECKED BY:
			DATE: 12 JULY 06 REV: 0
			SCALE: N.T.S. DRAWN:

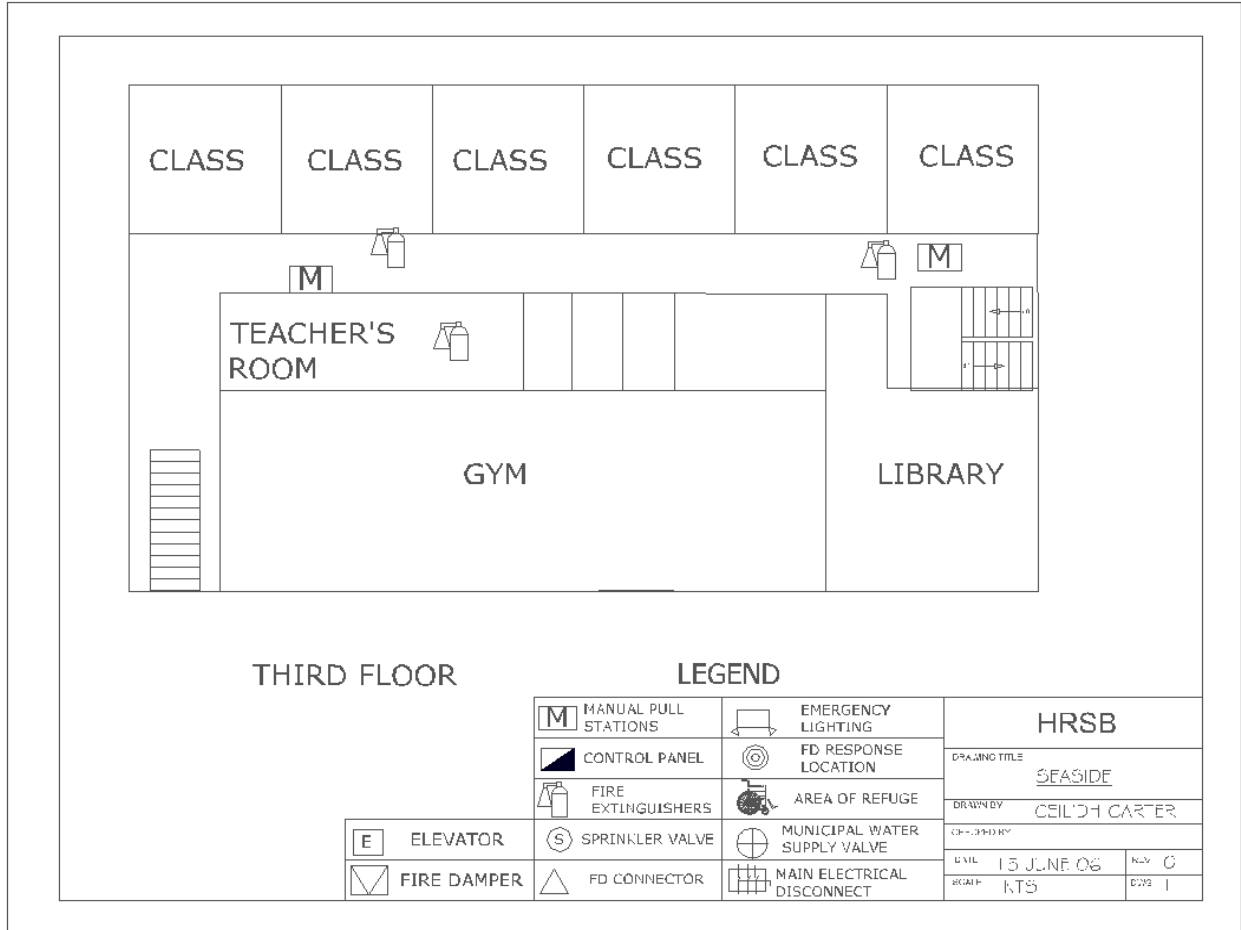
Seaside Elementary - Lower Floor



Seaside Elementary - 2nd Floor



Seaside Elementary - 3rd Floor



**Appendix G
Business Plan**

**NOVA SCOTIA DEPT. OF EDUCATION
ADDITIONS & ALTERATIONS PROGRAM**

**SCHOOL IMPROVEMENT
BUSINESS PLAN**

**Cole Harbour District High School
Eastern Passage High School**

Submitted by: Chris Northrup

Date: July 2012

PROJECT MANAGEMENT PLAN

INDEX

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2. Part 2 - [Project Plan](#)
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 2. [Overall Strategic Goals & Expected Benefits](#)
 3. [Limitations and Constraints](#)
 4. [Conditions for Success](#)
 5. [Objectives](#)
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10. [Community Enhancement Process](#)

[Appendices](#)

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- [Project Charter Eastern Passage](#)

[Appendix B – Community Use of Schools - Guidelines](#)

[Appendix C – Sample Community Use of Schools - Joint Use Agreement](#)

[Appendix D – Sample Occupational Health & Safety Act Contract Provisions](#)

[Appendix E – Sample Risk Register Template](#)

PART 1 INTRODUCTION

The intent of this Business Plan is to clearly identify and detail the processes and responsibilities required to respond to the project authority and direction provided by Government, which are outlined in the Project Charter, a copy of which is included as an appendix to this Business Plan for reference. Clearly stated in the Project Charter, at a high level, are the project's scope, overall cost and cash flow constraints. In response to the Project Charter, this Business Plan for the improvement of the school has been created by the Board and submitted to the Department of Education for approval to move forward.

The Board acknowledges that the overall objective of this project is to effectively improve and extend the useful life of this facility by approximately 15 – 20 years. It is not intended to become a complete re-working or renovation of the entire facility. The Board will utilize the finite funding amount approved by Government in the most effective manner possible and will manage the project to remain within the boundaries of the overall budget amount and the multi-year cash flow schedule, as stated in the Project Charter.

The work will be undertaken in order of greatest priority, firstly addressing occupational health and safety issues, secondly addressing building code issues, thirdly addressing urgent building infrastructure needs and lastly, program space deficiencies within the school facility.

To be included in this Business Plan is a general "Project Plan" which is derived from a consultant's report on the school, more precisely defining the scope that is generally outlined in the Project Charter. It describes how the Board will organize the Project within the approved budgetary and multi-year cash flow allotments. The actual work will be undertaken on a multi-year, multi-phase basis and scheduled to allow continued, safe operation of the school, as well as being implemented within the cash flow funding approval provided.

The Board will ensure that the Project Plan is of sufficient detail to allow the Project Manager to respond to unforeseen conditions or events that present challenges to the ability to meet the fundamental project objectives, such as the budget, cash flow and schedule.

Also included in the Business Plan is a "Project Management Plan" which outlines, in detail, how the Board will address the delivery of the project through all of its phases.

PART 2

PROJECT MANAGEMENT PLAN

1 OVERVIEW

.1 General Project Scope

Cole Harbour District High

Renovations to the existing school including a new gymnasium and skilled trade's area.

- .1 This project will deliver:
 - .1 A new Gym and interface alterations along with site work by August 2013.
 - .2 A new Skilled Trades Program space, other program space, entrance upgrade by August 2014
- .2 The project will not deliver:
 - .1 Upgrades to the building not covered by DOE Program funding.
 - .2 Upgrades to the Programs or program spaces not covered by DOE Program Funding.

Eastern Shore District High School

- .3 This project will deliver:
 - .1 A major A&A at one school in Eastern Passage and a minor A&A at one or two additional schools in Eastern Passage with an expected completion date of August 2014.

.2 Overall Strategic Goals and Expected Benefits

- .1 Goals
 - .1 To construct or improve the identified school facilities as outlined in the Project Charter (see Appendix A) which is in response to the recommendations of the School Capital Construction Committee and subsequent authorization by Government.
 - .2 To effectively manage these projects to ensure that they remain within the approved budget and cash flow allotment.

- .3 To manage the projects effectively to the approved Project Schedule.
 - .4 To establish priorities and balance the work to be performed between physical structure needs and educational program requirements.
- .2 Expected Benefits
- .1 A school facility that facilitates the efficient and effective delivery of the Nova Scotia Public School Program (PSP).
 - .2 The extension of the useful life of the facility for a period of approximately 20 + years.
 - .3 A school facility that allows for efficient and effective maintenance and operation by the school board.

.3 Limitations and Constraints

The funding constraint represents a significant challenge to all Business Plans. This Project Plan, in its multi-phase approach, addresses necessary construction contingencies that may be required as a result of unforeseen technical conditions. It also relies upon the involved parties to make responsible choices in scope of work adjustments on a “go-forward” basis. The board and its consultant will control financial pressures through all variables that may exist, such as inflationary conditions. That is to say scope, design standards, work packages, tender timing, local understanding and expertise and work force are some of the considerations. The overall objective of the project is to extend the useful life of this facility - not rebuild it as new and therefore the work performed should reflect this requirement.

- .1 Schedule
To be completed in phases by August 2014.

- .2 Budget/Cash Flow

Cole Harbour High School - 10 million dollars
Eastern Passage Schools - 15 million dollars

.4 Conditions For Success

- .1 The maintenance of and continued safe operation of the school over the entire length of project work at all times.
- .2 Senior management commitment to supporting the use of project management processes generally recognized by the PMI.
- .3 The consistent involvement of the Project Manager from initiation through closure.

Additions and Alterations Project

RFP # 3509

July 5, 2012

- .4 A Project Manager who is knowledgeable and experienced in the use of PMI recommended Project Management processes and terminologies.
- .5 Meaningful stakeholder consultation and input.
- .6 Cabinet authorization of the project description, budget and cash flow schedule.
- .7 Sufficient time to carry out the project resulting in the achievement of the approved opening date.
- .8 Sufficient total funding to carry out the project.
- .9 Sufficient allotted cash flow amounts to allow the project to be completed within the approved schedule.

.5 Objectives

- .1 Comply with government approval and project scope as outlined herein.
- .2 Provide for the continued safe occupancy and operation of the school over the entire course of the work.
- .3 Establish priorities and balance the work to be performed between physical structure needs and educational program requirements.
- .4 Provide an opportunity to gather input for the design from the school community through the functioning of a School Steering Team (SST).
- .5 Identify initial, essential building components and FFE&T with value for consideration of re-use.
- .6 Coordinate and direct consultants to design the project(s) to appropriate standards and to the DOE allotted budget(s) utilizing a multi-phase approach where restricted by school capacity and projected cash flow requirements. Direct the consultant to prepare tender packages in accordance with project delivery objectives.
- .7 Select an appropriate project delivery method based on project requirements, time constraints, available resources and market economies.
- .8 Tender the work in accordance with board purchasing guidelines recognizing the Government of Nova Scotia procurement procedures, including the latest version of the provincial Construction Contract Guidelines document.
- .9 Award and enter into construction contracts when budget and corresponding required scope of work requirements are met.
- .10 Provide project management services in accordance with contract requirements and accepted financial guidelines.
- .11 Direct contract administration of the project by consultants and specialty inspection services as required.
- .12 Provide and implement the commissioning of each stage of work in accordance with the Quality Management plan developed in the Project Management Plan.

Additions and Alterations Project

RFP # 3509

July 5, 2012

- .13 Report to DOE, through the timely submission of a Capital Expenditure Monthly Progress Status Report form indicating project status reports, expenditure updates and submission of claim and budget concerns. Identify serious project concerns specifically with respect to scheduling which will affect school operations and budget variation as soon as problems arise.
- .14 Provide status reports to the school community through the School Steering Team
- .15 Participate with DOE in the project audit process after completion of all phases of the work

.6 Strategy

- .1 The project will be managed, providing evidence thereof, through the creation and maintenance of an overall Project Management Plan which includes subsidiary plans addressing each of the following areas, as appropriate to the size and complexity of the project:
 - .1 Quality Management
 - .2 Scope and Change Management
 - .3 Risk Management and Assessment
 - .4 Communications
 - .5 Human Resources
 - .6 Acceptance Criteria and Contract Close-out
 - .7 Furniture, Fixtures and Equipment (FFE) Procurement & Installation
 - .8 Technology Procurement & Installation
 - .9 Occupational Health & Safety
 - .10 Community Enhancement
- .2 The Project Management Plan(s) and the processes contained therein will be in general alignment with the “best practice” methods, concepts and terminologies as recommended by the Project Management Institute (PMI).
- .3 Delivery Methodology
Four types of Project Delivery processes are available:
 - .1 Design-build
 - .2 Design–bid–build
 - .3 Lump sum tender (Firm Fixed Price) from external General Contractor
 - .4 Construction Management.
A mixture of board labour and contract labour will be utilized or all trades will be contracted out through the board’s Purchasing Department.
 - .5 Board’s Own Forces.
The board will act as the general contractor utilizing board labour and

materials.

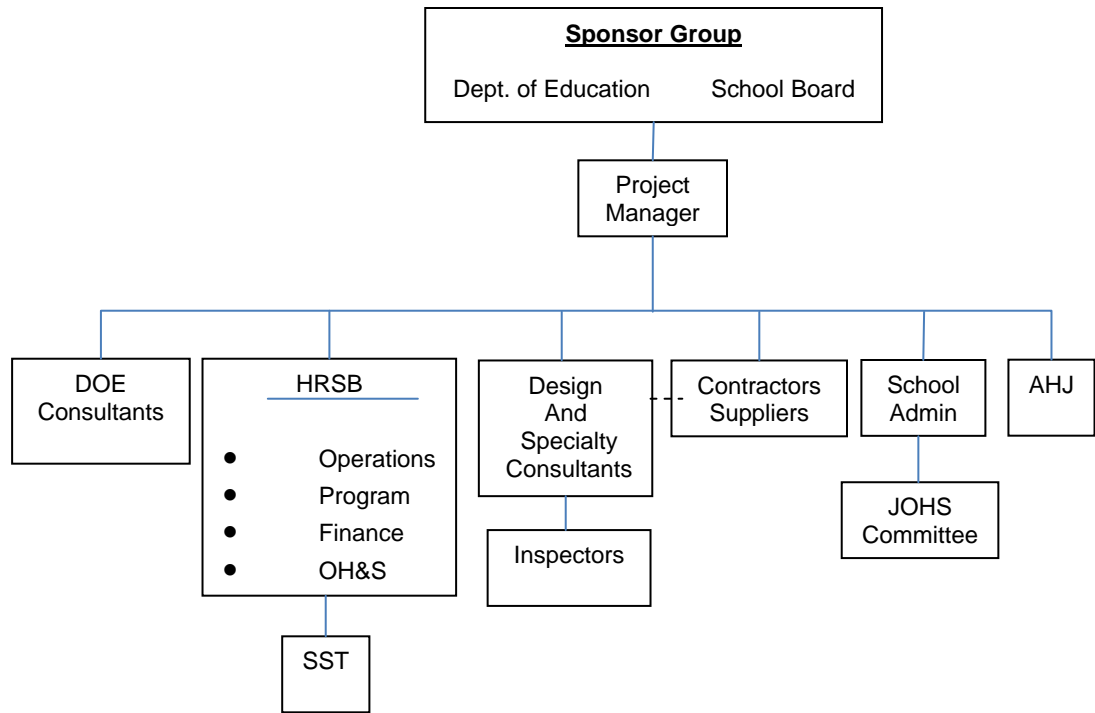
The following factors have been considered in determining the method of project delivery:

- The need for a quick, effective method of building.
- Need for an effective communication strategy from a single source that would be responsible for all aspects of design and delivery of a building project(s).

.7 Amendments to the Business Plan

The approved process for these projects concurs with a multi-year funding commitment related to a predetermined scope of work. That approval recognizes and acknowledges that the scope is general in nature and may be redefined or adjusted in a minor nature, as the project(s) proceed, in order to adhere to budget and/or schedule constraints. Any change in the Business Plan that involves a change in the Project Plan budget(s) or schedules will be reported to the Department of Education through the Regional Director by means of a formal Change Request document. Upon review of the rationale for the proposed change in the Business Plan, the approval by the Director, Facilities Management or other recommendations / modifications will be communicated to the board by the Regional Director, Facilities Management.

.8 Project Organizational Chart



2 IMPLEMENTATION PROCESSES

.1 Project Quality Management

The Board will provide to the Department of Education, an overall Project Quality Management Plan. It will include processes to address quality planning, quality assurance, quality control and corrective actions. As the project progresses, the Board will monitor and assess the status of the project against the overall objectives. Issues arising from this assessment process will result in corrective action of a) the process that allowed the issue to arise, and b) any immediate problems created by the issue. Provided in conjunction with these quality procedures are the Board's methodologies for corrective action in each of the identified areas. Related aspects of each area of quality management are to be as follows:

.1 Quality Planning

The Board will implement, in consultation and agreement with the Department of Education, the following:

.1 Design Standards:

The Board will identify and direct the design consultants on the required standards for design and construction work on this project. These standards will be generally consistent with the standards and guidelines for new school construction but will not be bound by them. The Board will reference the current requirements of the DC350 (DRM) latest version document as a "guide" for the design and construction of school projects, not an absolute requirement. The contents of the DC350 manual will serve as a "reference" only, with the primary objective being to extend the useful life of the school facility (approximately 15-20 years). Issues of life cycle costing and building maintainability are paramount in this direction on the standard of quality of this work. Where the standard of the DC350 manual clearly exceeds this objective, it will be viewed as not applicable.

It is the intent with this work that all current standards of design and construction already present in the school will be maintained where possible and/or appropriate. That is to say, space size, finishes or fit-up downgrading will not occur without approval by all attached parties. It is, however, the responsibility of the Board and its consultants to vary from these and other guidelines where possible and applicable to control both budgeting and serviceability issues relative

to this work. Any significant variations to these standards will be submitted for review and approved by the Director, Facilities Management, and Department of Education.

Project Quality Standards:

- .1 The latest version of the provincial Construction Contracts Guidelines (CCG) document.
- .2 The latest versions of the Atlantic Canada Procurement Agreement and the Nova Scotia Policy on Government Procurement.
- .3 The requirements of the latest versions of all national, provincial and/or municipal codes and standards relevant to the project.
- .4 The Space Allocation Program from the Project Plan.
- .5 Other standards, internal or external, as identified and/or defined by the Board and/or its professional design consultants.
- .6 The proposed project schedule(s), including design activities, review submissions and miscellaneous project milestones.
- .7 Budget and cash flow requirements from the Project Charter.

Checklists, including but not limited to, the following items:

- .8 Design Consultants Request for Proposals
- .9 Consultant Agreement
- .10 Design reviews (assuring that design standards are being met)
- .11 Design Consultant reports re: area, cost, program comparison, etc.
- .12 Construction "Front End"
- .13 Construction Tender Addenda
- .14 Bid Form
- .15 Bond Form
- .16 Form of Agreement with Contractor
- .17 Tender Reviews (including Consultant review)
- .18 Contractor claim for Progress Payment
- .19 Contemplated Change Orders (CCO's)
- .20 Change Orders (CO's)
- .21 Site Instructions (SI's)
- .22 Change Directives (CD's)

- .23 Certificate of Substantial Performance
- .24 Certificate of Total Completion of the Work
- .25 Certificate of Total Completion of the Contract
- .26 Status/progress reports to Department of Education addressing:
 - .1 Finances
 - .2 Schedule
 - .3 Issues, challenges and/or risks
- .27 Safety Plans: See Focus Area Plan re: - Occupational Health & Safety

.2 Quality “Assurance”

The Board will implement, in consultation and agreement with the Department of Education, the following:

- .1 Convene meetings of a Project Steering Team at intervals appropriate to the scope and nature of the project to ensure sufficient stakeholder input. Representatives from the Department of Education will be members of the PST.
- .2 Direct all Design Consultant teams and report on their Quality Management processes for meeting overall project requirements and reduction of errors and omissions.
- .3 Outline the process for approval of the proposed design at strategic points in the design process before proceeding to the next phase. This will take into account Department of Education approvals.
- .4 Ensure that each project meeting during the construction phase(s) addresses health and safety issues. Resulting discussions, challenges, commitments and action items will be recorded in the minutes of the meetings.
- .5 Create and implement a comprehensive Commissioning Plan, when the scope of the work requires. This will be done by enlisting the services of an independent consultant as the Commissioning Provider. The Commissioning Provider will have input from the beginning of this project phase through to the end of the Warranty period.

.3 Perform Quality Control” Activities

The Board will, in consultation and agreement with the Department of Education, carry out the following:

Additions and Alterations Project

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- .1 Identify, procure and direct the services of all required professional design consultants by the board through all phases of the project.
 - .2 Provide design reviews to provide sufficient confidence to the board and the Department of Education that the project design will be in accordance with the stated project objectives. The board will outline its proposed schedule and nature of consultant design review submissions. Copies of design submissions will be forwarded to the Department of Education for their review and records.
 - .3 Continue implementation of the Commissioning Plan, if applicable, including:
 - .1 Consultant verification of contractor's performance
 - .2 Testing by independent agencies (asphalt, concrete, soils, IAQ, water, etc.)
 - .3 Shop drawing submittals and reviews
 - .4 Contractor proof of performance (deliverables/submittals)
 - .5 Functional performance testing (FPT)
 - .6 Corrective actions resulting from FPT
 - .7 Staff training
 - .8 Delivery of operating and maintenance manuals
 - .4 Monitor, track and report monthly on the progress of the project against the approved project schedule. This report will identify any potential "risk events" that could negatively affect the achievement of the project's schedule objectives. The report must also identify strategies which will be employed to avoid these risk events from happening or to address them if they do happen. See Section 3.0 - Risk Management and Assessment.
 - .5 Monitor, track and report monthly on the project budget and projected cash flow against the approved budget and cash flow. Monthly progress claims will be submitted consistent with approved cash flow requirements. This report will identify any potential "risk events" that could negatively affect the achievement of the project's budget objectives. The report must also identify strategies which will be employed to avoid these risk events from happening or to address them if they do happen.
- .4 Implement Corrective Action

The board will, in agreement with the Department of Education, implement

appropriate corrective actions to address:

- .1 Schedule slippage, in order to ensure that the project's critical path is maintained.
- .2 Cost issues, in order to ensure that the project's budget and cash flow requirements are met.
- .3 Project scope modifications
- .4 Quality and workmanship not to specifications
- .5 Product(s) not approved
- .6 Change requests, evaluation and authorization/rejection.
- .7 Health and safety infractions

.2 Project Scope and Change Management

The project's scope will be continuously managed to ensure that it complies with the terms of the Project Charter Letter and this Project Management Plan. Due to changed conditions or new information, it may be necessary to vary from the original scope of the project. This will be done only under the conditions as set forth herein.

Throughout the course of the project, a Scope Change Log will be maintained that will indicate the agreed upon scope of the portion of the project in question and the proposed change. Alternatives considered will be delineated, along with schedule (critical path), risk and cost ramifications. The cost change for the change in scope will be estimated as accurately as possible. A one page summary will accompany the report. Changes must clearly prove to be in the interests of the continued operation of the school, considering the health of students and staff, and also program ramifications.

A scope change is defined as a deviation from the agreed upon Project Plan. It is NOT to be confused with a cost change or overrun on the original scope, although a scope change may result in changes in costs, schedule, risk and resource requirements.

The report will be submitted to the Department of Education

- .1 Two types of changes are possible:

- .1 A minor change, perhaps in the scope or schedule, would require a revision of the Project Plan to take into consideration the new information. This change must be approved in accordance with the Scope and Change Management section.
- .2 A major change which necessitates preparation of a new Project Plan and a new Business Plan. This, in essence, results in abandonment of the original Project Charter and Business Plan, with the result of a new project starting at square one.

N.B. Any scope change approval will be reflected in the budget and schedule sections of the Business Plan, as well as noted in the Project Change Log.

.3 Risk Assessment and Management

Several areas of risk may be associated with the school(s) construction process and, when identified by the board, will be managed by this Project Management Plan through a detailed and comprehensive process presented to the Department of Education at project initiation and reported on regularly.

Some examples of project risk are as follows:

- .1 Scope Creep:
Additional work being required as the result of existing conditions and/or unforeseen issues being identified during the work process. The board will make specific required adjustments in the overall work to address this issue, and to identify the same within the Project Plan description of the work.
- .2 Creeping Elegance
The inclusion of additional features or the raising of the standard of acceptance to levels not originally planned for.
- .3 Schedule Adjustments:
Due to limited school access to allow continued operation, clear definitions of school access are to be described in each tendered work package.
- .4 Cost Overruns:
As a result of additional work being required. Again, the Project Plan(s) will be adjusted accordingly to allow for these costs, assuming they are not significant or unusual (oil spill reinstatement).
- .5 Cost Overruns:
The result of inflationary or market influence (tender time lines) pressure.

The board again will adjust the overall scope of work or budgeting (i.e., other costs, FFE&T, etc.) to allow work to continue with degree of comfort.

.6 Occupational Health & Safety and Associated Risk

A committee will be established by the board, for each phase of the work, to review/identify/address all related OH&S issues. The Department of Education will be advised of issues in each monthly project report.

.7 Contractor Default or Other Unforeseen Incident

Issues that may prevent the work being completed and school occupancy being compromised. Board will employ project manager to monitor contractor and work in strict manner to identify potential issues in this regard long before they become critical.

A Risk Register will be created, identifying the following:

1. Potential risk items, divided into the following sections:
 1. Schedule
 2. Budget
 3. Technical
 4. Occupational Health and Safety
 5. Other
2. The probability of occurrence (high, medium, low)
 1. The impact (high, medium, low) on the project's objectives should the risk event occur
3. Potential responses / contingency plans to risk events that actually occur and become "issues" (mitigation or transfer of ownership of the issue)
4. Warning signs (signals that would alert the Project Manager that a risk event is about to occur)
5. Strategy regarding how the Board will respond to the occurrence of warning signs.

.4 Communications Management

- .1 Project Communications Management will be carried out in accordance with best practices using PMI Model and in agreement with the Sponsor Group. Transmittal records, and courtesy copies, are to be provided where hard copy distribution occurs.

.5 Human Resources

The Board will provide the necessary staff, professional and support services, to direct and assist all aspects of the project work. Costs for these staff positions may be in part charged to the project budget in the form of an agreed upon management and administrative fee.

The Board will retain all design professionals required to be involved in the project work and charge all related costs to the project budget.

A Project Manager will be dedicated to the project and will be responsible and accountable for maintaining and following the Business Plan and meeting the project's goals and objectives throughout all phases of the project(s). The board, in addressing the requirements of the Human Resources section of the Project Management Plan, will identify if they will provide the overall Project Management services with their own forces or if they desire to hire a private sector Project Management company to provide that service. Regardless of the PM service provider option chosen, the Business Plan requirements remain. The choice of PM approach will be submitted to the Dept. of Education for review and approval. In our submission, the board will identify how the proposed Project Manager has the required skills and experience to effectively implement the requirements of the Business Plan.

.6 Acceptance Criteria and Contract Close-out

A formal contract close-out process will be provided by the board in order to certify the work complete. Staff from the Department of Education and the Board will be involved in all noted activities to effectively complete the contract terms and conditions, to verify and document the project's deliverables have been received, to ensure that the project is accepted by the owner and to document "lessons learned".

The following items, where applicable, are required before the project(s) will be considered ready for its intended use and occupancy:

- .1 Substantial Performance documentation
- .2 Air quality testing results, as per the Project Plan when required.
- .3 Water tests: acceptable chemical analysis and functionality of the treatment system if applicable.
- .4 Notification that the required training has been completed.
- .5 Cleaning to meet DOE/Board standards
- .6 Comprehensive deficiency list including time and cost estimates for completing the items contained.
- .7 Manuals as required under the contract

- .8 Humidifiers: commissioned and fully functional if applicable.
- .9 Life safety certificates: such as fire alarm, sprinkler, etc as per specifications
- .10 Schedule for completing Functional Performance Testing (FPT).
- .11 User Training of designated Board personnel.

After the requirements for occupancy have been met, the following items are required for completion of the contract:

1. Completion of Functional Performance Testing
2. Completion of outstanding deficiencies
3. Completion of warranty items
4. Completion of user training
5. "As built" documents
6. Project audit (lessons learned survey)
 1. What was done well?
 2. What could have been improved?
 3. What were the bottlenecks encountered?
 4. Project deviations:
 1. cost, time, specs?
 2. why did they occur?
 3. could they have been avoided?
 5. What improvements should be made for the next project?
 6. Other relevant comments
 7. How Board standards and processes will be updated as a result of lessons learned
 8. Signage: both interior and exterior
 9. Change order log identifying the source and cost of each change as well as a total amount and percentage of total change orders attributable to consultant errors and omissions for the prime and each significant sub-consultant.
10. Schedule report comparing planned vs. actual milestones

.7 Furniture, Fixtures & Equipment Procurement & Installation

The Board will:

- .1 Undertake the FFE procurement and installation in accordance with the Projects(s) planning process.
- .2 Identify funding for the purchase of FFE in accordance with the Project(s) planning process and overall funding allotment for the project.
- .3 Develop appropriate FFE lists in conjunction with the Department of Education and existing inventory appropriate to the program needs.

- .4 Procure all such components of the overall list as required by the work being performed and the budget available for each stage of the work
- .5 Coordinate delivery, storage and set up of all existing and new FFE for the school.

.8 Technology Procurement & Installation

The board will:

- .1 Undertake the procurement and installation of technology in the project in accordance with the Project(s) planning process.
- .2 Establish budgeting for technology in accordance with the Project(s) planning process and overall funding allotment for the project.
- .3 Review existing inventory and technology refresh plans separate from this process and amend accordingly the project plan.
- .4 Procure all components of said list appropriate to the work being performed and budget allotted for each stage of the work.
- .5 Coordinate delivery, storage and set up of all technology areas for the school.

.9 Occupational Health & Safety

The board will:

- .1 Request and require from the contractor(s), before award of contract on the school property, and prior to commencement of the work, the following documents:
 - .1 To provide the following within 48 hours of request in order to be eligible to receive award of contract:
 - .1 Certificate of Recognition or Letter of Good Standing:
 - .2 Certificate of Recognition issued by a company approved by Nova Scotia Workers' Compensation Board, or a valid Letter of Good Standing issued by a company approved by the Nova Scotia Workers's Compensation Board.
 - .3 Workers' Compensation Coverage:
Evidence of an account with the Workers' Compensation Board, coverage under the Workers' Compensation Act, R.S.N.S., and a

Clearance Certificate indicating the bidder is in good standing.

- .2 To provide within 10 days after award of contract a copy of the following specified post-bid submissions provided by each sub-contractor:
 - .1 Certificate of Recognition or Letter of Good Standing:
Certificate of Recognition issued by a company approved by Nova Scotia Workers' Compensation Board, or Letter of Good Standing issued by a company approved by the Nova Scotia Workers's Compensation Board, indicating the contractor is in the process of qualifying for the Certificate of Recognition.
 - .2 Workers' Compensation Coverage:
Evidence of an account with the Workers' Compensation Board, coverage under the Workers' Compensation Act, R.S.N.S., and a Clearance Certificate indicating the sub-contractor is in good standing.
- .2 Receive all post bid submissions in the manner prescribed above, or prior to commencement of work and delivery of materials on site, whichever occurs first. Oversee the general contractor in his performance of the work with regards to the Occupational Health & Safety Act contract provisions as identified in Appendix "D".

.10 Community Enhancement Process

The board will:

- .1 Enter into a Joint Use Agreement, as may be required. Model basis for agreement is found in the Appendices "C".
- .2 Undertake a consultation process involving staff and members of the community at large with the view toward discussing opportunities to participate in the addition and alterations project. This participation will take the form of identifying and funding areas of additional work outside the normal program range for the school.
- .3 Establish such committee at the time of notice of the project approval, and will undertake and coordinate the consultation process prior to the commencement of the work. The enhancement space or fit-up will be

clearly identified and accepted with required funding as determined by the Department of Education.

APPENDICIES APPENDIX “A”

PROJECT CHARTER COLE HARBOUR

1.0 Project Identification	
Name	<i>Cole Harbour District High – Additions and Alterations</i>
Description	<i>Design, develop and implement an addition and an alteration to the above noted school.</i>
Sponsor	The Sponsors of this Project are the Halifax Regional School Board and the Nova Scotia Department of Education.
Project Manager	TBD
Project Team Resources	Representatives of the Client, Consultant and Project Manager as designated by each of those parties.

2.0 Business reasons for project
<ul style="list-style-type: none"> ▪ The Government of Nova Scotia recognizes that space needs to be created at this school to allow for a new skilled trades center and other upgrades. These upgrades will allow the Halifax Regional School Board to offer a new manufacturing trade’s course for high school students linked to shipbuilding.

3.0 PROJECT OBJECTIVES (PURPOSE)
<ul style="list-style-type: none"> ▪ The Board acknowledges that the overall objective of this project is to effectively improve the curriculum at this school and to extend the useful life of this facility by approximately 15 – 20 years.

4.0 PROJECT SCOPE
<ul style="list-style-type: none"> ▪ Renovations to an existing building including a new gymnasium and skilled trade’s area. ▪ A new Gymnasium in year one. ▪ A new space for a Skilled Trades Program in year two.

5.0 KEY PROJECT DELIVERABLES	
Name	Description
Framework Management Plan	<i>Overall roadmap outlining key components of the Project Manager and construction activities including those listed below.</i>
Scope Management Plan	Development of a detailed project scope where all major activities are broken down into smaller manageable parts (WBS). This work breakdown will be formally accepted by the sponsor group and will include a plan to control changes to the project scope. The Scope Management Plan also includes all items as per Part 2, Section .2.1 Project Scope and Change Management as part of the School Improvement Project Management Plan.

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Schedule Plan	Development of a detailed schedule to achieve timely completion of the project. This plan will define specific phases of activities, the sequencing of these phases, estimates of the types and quantities of resources required to complete this work, estimates of the duration of work periods required to complete each phase. A plan to review and control the project schedule.
Cost Management Plan	Development of a project cost management plan that includes cost estimates by construction phase. A detailed cost budget for each phase or WBS to establish a cost baseline by phase. A plan to address cost control that includes monitoring, managing changes, projecting potential cost overages and communications with stakeholders.
Quality Management Plan	Development of a quality management plan that identifies relevant standards and includes updates and changes as may be required to the overall Management Plan and each deliverable. This plan also includes quality checklists as they pertain to the overall Management Plan and includes all items as per Part 2, Section .2.1 Project Quality Management of the School Improvement Project Management Plan.
Staffing Management Plan	Development of a plan to address the resources required to manage this project including project roles, responsibilities and reporting relationships. This plan would also include the acquisition, development and management of the project team including a work breakdown structure for the Project Team Members as well as a project organizational chart. The Staffing Management Plan also includes all items as per Part 2, Section .2.5, Human Resources of the School Improvement Project Management Plan.
Communications Plan	Development of a Communication Plan that includes a determination of the communication requirements for the project including a matrix showing relationship and effort for all stakeholder. This plan will address the frequency of communications, collection, retention, distribution and storage of information. This plan will also address performance reports for all project phases and deliverables. The Communications plan also includes all items as per Part 2, Section .2.4, Communications Management of the School Improvement Project Management Plan.
Risk Management Plan	Development of a Risk Management plan that includes risk identification, qualitative and quantitative risk analysis and risk monitoring and control. The Risk Management Plan also includes all items as per Part 2, Section .2.3, Risk Assessment and Management as part of the School Improvement Project Management Plan.
Procurement Management Plan	Development of a Procurement Management Plan that conforms to the HRSB purchasing Policy and the requirements of the NS DOE. The Procurement plan will also address purchases and acquisitions, contracting, review and selection of vendor submissions. The procurement management will also include an overview of how contracts will be managed through the contract life including monitoring. The procurement plan will define acceptance criteria and a contract close out plan. The procurement plan will also include Furniture, Fixtures, Equipment and Technology Procurement in conjunction with the HRSB and the DOE.

6.0 MILESTONE DATES

Item	Major Events / Milestones	Dates
1	Acquire Preliminary Site Data – Bldg Condition Survey, Hazardous Substances, As Found Floor Plans	
2	Retain Architectural Services for Conceptual Drawings.	
3	Select Project Manager	
4	Complete Conceptual Drawings	

Additions and Alterations Project

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6.0 MILESTONE DATES		
5	Develop framework	
6	Complete WBS for Site Work - Gym	
7	Complete WBS for new Bldg Work Gym +	
8	Submission of RFQ for Site Work	
9	Submission of RFQ for Bldg Work	
10	Gym Completed	Aug 2013
11	Complete WBS for Skilled Trades Site Work	
12	Complete WBS for Skilled Trades Bldg Work	
13	Submission of RFQ for Site Work – Skilled Trades	
14	Submission of RFQ for Bldg work - Skilled Trades	
15	Other Milestones - TBD	
16	Completion Date	Aug 2014

7.0 KEY ISSUES	
Severity	Description
	Different levels of implementation and buy-in; some stakeholders may want more/less than project scope.
	Project timelines may not lend to building use/program schedule.
	Site Safety and Occupational Health and Safety.

8.0 RISKS	
Severity	Description
	External
	<ul style="list-style-type: none"> Limited Qualified Contractors
	<ul style="list-style-type: none"> Regulatory Compliance Issues
	<ul style="list-style-type: none"> Weather
	Organizational
	<ul style="list-style-type: none"> Scope creep
	<ul style="list-style-type: none"> Support and buy-in of framework from SST
	Project Management
	<ul style="list-style-type: none"> Dependency change – Hidden and/or unforeseen conditions
	<ul style="list-style-type: none"> Project Completion Timeline.

9.0 PROJECT'S CRITERIA FOR SUCCESS (MUST BE MEASURABLE)

- Year 1 - New Gym available for use in September 2013
- Year 2 - New Skilled Trades Program and Space available for use in September 2014
- Enhancement of the NS DOE and HRSB ability to offer students a Skilled Trades program.

10.0 CRITICAL SUCCESS FACTORS

- Buy-in and support from SST
- Effective communication with all stakeholders
- Sufficient time to carry out this project.
- Sufficient Funding to carry out this project.
- Public Support and awareness of the existence of a Skilled Trade Program

11.0 SIGNOFF

Project Sponsors:

Ron LeLievre

Ron Heiman

Nova Scotia Department of Education

Halifax Regional School Board

Date:

Date:

PROJECT CHARTER EASTERN PASSAGE

1.0 Project Identification	
Name	<i>Eastern Passage High School – Additions and Alterations</i>
Description	<p><i>Design, develop and implement an addition and an alteration to the above noted school.</i></p> <p><i>This project includes a major A&A at one school in Eastern Passage and a minor A&A at one or two additional schools in Eastern Passage with an expected completion date of August 2014.</i></p>
Sponsor	The Sponsors of this Project are the Halifax Regional School Board and the Nova Scotia Department of Education.
Project Manager	TBD
Project Team Resources	Representatives of the Client, Consultant and Project Manager as designated by each of those parties.

2.0 Business reasons for project
<ul style="list-style-type: none"> ▪ The Government of Nova Scotia has approved a request by the residents of Eastern Passage for a new High School facility. ▪ These upgrades will allow Eastern Passage students to complete their education in their community. ▪ It will also allow the Halifax Regional School Board to free up space at Cole Harbour District High School for a new skilled trades center and other upgrades.

3.0 PROJECT OBJECTIVES (PURPOSE)
<ul style="list-style-type: none"> ▪ The Board acknowledges that the overall objective of this project is to effectively improve the curriculum at this school and to extend the useful life of this facility by approximately 20 or more years.

4.0 PROJECT SCOPE
<ul style="list-style-type: none"> ▪ Renovations to an existing building including but not limited to a new gymnasium, cafeteria, classrooms, labs, site improvements and other upgrades to meet a High School PSP program.

5.0 KEY PROJECT DELIVERABLES	
Name	Description
Framework Management Plan	<i>Overall roadmap outlining key components of the Project Manager and construction activities including those listed below.</i>
Scope Management Plan	Development of a detailed project scope where all major activities are broken down into smaller manageable parts (WBS). This work breakdown will be formally accepted by the sponsor group and will include a plan to control changes to the project scope. The Scope Management Plan also includes all items as per Part 2, Section .2.2 Project Scope and Change Management as part of the School Improvement Project Management Plan.
Schedule Plan	Development of a detailed schedule to achieve timely completion of the project. This plan will define specific phases of activities, the sequencing of these phases, estimates of the

Additions and Alterations Project

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	types and quantities of resources required to complete this work, estimates of the duration of work periods required to complete each phase. A plan to review and control the project schedule.
Cost Management Plan	Development of a project cost management plan that includes cost estimates by construction phase. A detailed cost budget for each phase or WBS to establish a cost baseline by phase. A plan to address cost control that includes monitoring, managing changes, projecting potential cost overages and communications with stakeholders.
Quality Management Plan	Development of a quality management plan that identifies relevant standards and includes updates and changes as may be required to the overall Management Plan and each deliverable. This plan also includes quality checklists as they pertain to the overall Management Plan and includes all items as per Part 2, Section .2.1 Project Quality Management of the School Improvement Project Management Plan.
Staffing Management Plan	Development of a plan to address the resources required to manage this project including project roles, responsibilities and reporting relationships. This plan would also include the acquisition, development and management of the project team including a work breakdown structure for the Project Team Members as well as a project organizational chart. The Staffing Management Plan also includes all items as per Part 2, Section .2.5, Human Resources of the School Improvement Project Management Plan.
Communications Plan	Development of a Communication Plan that includes a determination of the communication requirements for the project. This plan will address the collection, retention, distribution and storage of information. This plan will also address performance reports for all project phases and deliverables. The Communications plan also includes all items as per Part 2, Section .2.4, Communications Management of the School Improvement Project Management Plan.
Risk Management Plan	Development of a Risk Management plan that includes risk identification, qualitative and quantitative risk analysis and risk monitoring and control. The Risk Management Plan also includes all items as per Part 2, Section .2.3, Risk Assessment and Management as part of the School Improvement Project Management Plan.
Procurement Management Plan	Development of a Procurement Management Plan that conforms to the HRSB purchasing Policy and the requirements of the NS DOE. The Procurement plan will also address purchases and acquisitions, contracting, review and selection of vendor submissions. The procurement management will also include an overview of how contracts will be managed through the contract life including monitoring. The procurement plan will define acceptance criteria and a contract close out plan. The procurement plan will also include Furniture, Fixtures, Equipment and Technology Procurement in conjunction with the HRSB and the DOE.

6.0 MILESTONE DATES

Item	Major Events / Milestones	Dates
1	Acquire Preliminary Site Data – Bldg Condition Survey, Hazardous Substances, As Found Floor Plans	
2	Functional Program Completion	
3	Retain Architectural Services for Conceptual Drawings.	
4	Select Project Manager	
5	Complete Conceptual Drawings	
6	Develop framework	

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6.0 MILESTONE DATES		
7	Complete WBS for Site Work at multiple sites	
8	Complete WBS for Bldg Work at multiple sites	
9	Other Milestones - TBD	
10	Completion Date	Aug 2014

7.0 KEY ISSUES	
Severity	Description
	Different levels of implementation and buy-in; some stakeholders may want more/less than project scope.
	Project timelines may not lend to building use/program schedule.
	Site Safety and Occupational Health and Safety.

8.0 RISKS	
Severity	Description
	External
	<ul style="list-style-type: none"> Limited Qualified Contractors
	<ul style="list-style-type: none"> Regulatory Compliance Issues
	<ul style="list-style-type: none"> Weather
	Organizational
	<ul style="list-style-type: none"> Scope creep
	<ul style="list-style-type: none"> Support and buy-in of framework from SST
	Project Management
	<ul style="list-style-type: none"> Dependency change – Hidden and/or unforeseen conditions
	<ul style="list-style-type: none"> Project Completion Timeline.

9.0 PROJECT'S CRITERIA FOR SUCCESS (MUST BE MEASURABLE)
<ul style="list-style-type: none"> Selection of High School Site and other bldgs requiring renovation Enhancement of the NS DOE and HRSB ability to offer students an Education in their community.

10.0 CRITICAL SUCCESS FACTORS
<ul style="list-style-type: none"> Buy-in and support from SST Effective communication with all stakeholders Sufficient time to carry out this project.

10.0 CRITICAL SUCCESS FACTORS

- Sufficient Funding to carry out this project.
- Public Support and awareness of the existence of a Skilled Trade Program

11.0 SIGNOFF

PROJECT SPONSORS:

RON LELIEVRE

RON HEIMAN

NOVA SCOTIA DEPARTMENT OF EDUCATION

HALIFAX REGIONAL SCHOOL BOARD

DATE:

DATE:

APPENDIX “B”

-SAMPLE-

COMMUNITY USE OF SCHOOLS GUIDELINES

(dated June 1, 2006)

Role of school board

A school board, when entering into a community school agreement, is responsible

- (a) to ensure that the agreement meets the requirements of the Education Act;
- (b) to ensure that the agreement reflects a sound operational and policy decision of the school board in fulfilling its mandate under the Education Act, including reasonable provision for
 - (i) the school board to maintain control over the school property and community facility,
 - (ii) the school board to maintain priority use of school property and community facility for school purposes;
 - (iii) the school board to not incur liabilities extraneous to school operations; and
 - (iv) the term of the agreement and the amount and kind of access given to a municipality to be reasonably proportional to the contribution given by the municipality (access may include reasonable access to a school property collateral to the access to a community facility); and
- (c) to seek the approval of the Minister of Education of the proposed agreement before signing the agreement and, as part of the request for approval, demonstrate to the satisfaction of the Minister that the requirements applicable to school boards in these Guidelines are met, and in particular, provide an explanation demonstrating that the requirements of subclause (b)(iv) have been met.

In cases where a municipality has received contributions paid to the municipality by one

or more community groups or corporations in respect of the capital cost of the community facility, the parties to the proposed agreement may recite the contributions and identify the contributors.

A school board, when entering into a community school agreement, is a prospective party to the agreement and must ensure, with the advice from its advisors as needed, that its interests are properly protected.

Subsection 133(6) of the Act provides that an agreement with respect to a community facility is of no effect unless the agreement is approved by the Minister. Therefore, an agreement which is not signed by the Minister as to approval is of no effect, even if the construction of the community facility has commenced.

Role of Minister of Education

The Minister of Education only approves the proposed agreement under the Education Act and only signs for that purpose.

The Minister of Education is not a party or a signatory to a community school agreement. Therefore, the Minister does not incur any obligations under an agreement by approving an agreement.

The Minister exercises discretion under the Act when deciding whether to approve an agreement.

Primary provisions in a community school agreement

The primary provisions in a community school agreement include

Recitals

- (a) describe the role of the parties, the background and intention of the parties to add a community facility to a school property;

Purpose

- (b) show the purpose of the agreement;

Description

- (c) as required under clause 133(5)(a) of the Act, describe of the community facility (for the purpose of these Guidelines, a breakdown of the components of the community facility is desirable) and school property to which the agreement relates;

Capital cost

- (d) as required under clause 133(5)(b) of the Act, set out the capital cost of the community facility, expressed as either
 - (i) an amount of money, or
 - (ii) a proportion of the combined capital cost of the community facility and the school property to which the agreement relates;

(for the purpose of these Guidelines, recite the municipal contribution to the community facility)

Facility management

- (e) as required under clause 133(5)(c) of the Act, set out the respective obligations of the parties to the agreement respecting the operation and maintenance of the community facility (for the purpose of these Guidelines, (1) have regard to the provisions respecting the role of a school board on page one, and (2) ensure that arrangements are made for the municipality to pay for community use, including its share of operating and maintenance costs);

Access and use

- (f) as required under clause 133(5)(d) of the Act, set out the respective rights of the parties to the agreement with respect to access to and use of the community facility (for the purpose of these Guidelines, include collateral access to school property where appropriate, and have regard to the provisions respecting the role of a school board on page one.);

Other

- (g) as authorized under clause 133(5)(e) of the Act, include such provisions as are necessary or conducive to carrying out the intent and purpose of the agreement (for the purpose of these Guidelines, this would include such provisions as provisions respecting liability and indemnity, clarifying ownership, and also requires a provision respecting signed approval by the Minister to be inserted at the end of the agreement as follows:

“The Minister of Education, pursuant to Section 133 of the Education Act, hereby approves the above Agreement.

Minister)

Honourable (insert name of

Minister of Education

(The Minister of Education is not a party to this Agreement and is not subject to the provisions of this Agreement)”

Process

- 1 School board negotiates agreement, or amendment to agreement, with one or more municipalities, having regard to the Act and these Guidelines.
- 2 School board submits draft proposed unsigned agreement to Department of Education for review and comment. The submission must include a written explanation demonstrating how the school board is satisfied that the requirements of clause (c) of the role of school board provision on page one in these Guidelines are met.
- 3 Department of Education staff reviews the draft proposed unsigned agreement, and
 - (a) if the agreement is in satisfactory form to be signed by the Minister and the Department is satisfied that the school board has demonstrated that the requirements of clause (c) have been met, staff advises the school board accordingly, the school board arranges for the agreement to be signed by the parties, and returned to the Department, and the Minister signs the approval of the agreement, or
 - (b) if the agreement is not in satisfactory form to be signed by the Minister or if the Department is not satisfied that the school board has demonstrated that the requirements of clause (c) have been met, staff advises the school board accordingly, the school board makes appropriate changes to the agreement and resubmits the agreement for review by the Department starting at step one of this process.

APPENDIX “C”

SAMPLE

**COMMUNITY USE OF SCHOOLS
JOINT USE AGREEMENT**

(dated June 1, 2006)

This agreement is included for reference only.

THIS AGREEMENT made this _____ day of _____, 200_.

BETWEEN:

(**Municipal unit**), a Municipality within the Province of Nova Scotia; hereinafter called the “(name)”

-and-

(**Name**) **SCHOOL BOARD**;
(hereinafter called the “School Board”)

WHEREAS the School Board is constructing an elementary school in the (Municipal unit) to serve students in Grades (list grade levels) (the “School”);

AND WHEREAS the (Municipal unit) has agreed to contribute to the costs of certain facilities in the School, (namely an enlargement of the (name spaces to be enhanced above approved program) to create a “Community Facility”;

AND WHEREAS the (Municipal unit) and the School Board have agreed that the School shall not only serve the needs of its students but also serve as a community facility to provide recreation and learning opportunities for the population of the (Municipal unit);

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and the sum of one dollar now paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

(b) **PURPOSE**

(c) The purpose of this Agreement is to provide a formal recognition of the intended school and community joint usage of the Community Facility and, collaterally, the School. Through establishing a framework for common access to the building and grounds as well as a delineation of specific roles and responsibilities, this Agreement will serve to promote the development of a partnership between the School and its broader community such that the educational, cultural and recreational uses of the Community Facility and School will be maximized for the benefit of all users regardless of age or other factor, with the opportunity to pursue personal growth and development through opportunities for recreation enjoyment and skill development.

(d) **AGREEMENT BY (MUNICIPAL UNIT) TO CONTRIBUTE**

While the School will be owned and operated by (Board name) School Board, the (Municipal unit) will contribute to the School Board a total of (amount) toward the cost of developing a Community Facility within the School; namely;

(List enhancements and area)

(b) Payments will be made by the (Municipal unit) to the School Board in the following manner:

First payment due (10% of total enhancement cost) payable upon start of construction of the building,

Balance of (90% of total enhancement cost) due upon substantial completion as identified in the contract for construction.

(e) **COMMUNITY USE COMMITTEE**

- (a) There shall be established, following the execution of this Agreement, a Community Use Committee (Committee) consisting of three (3) persons:
- i. One person representing the School Board (the School Principal or Vice Principal);
 - ii. One person representing the (Municipal unit) (a (Municipal unit) Councilor or a member of (Municipal unit) recreational/cultural staff);
 - iii. One person, jointly appointed by the School Board chair and the (Municipal unit representative) who may serve as the Chairperson of this committee.
- (b) The Chairperson shall serve for a two-year term and may serve an unlimited number of such terms. The Chairperson shall not be entitled to vote except in the case of a tie. The Chairperson may at any time be removed by a majority vote of the Committee or by joint written request of the School Board and (Municipal unit), whereupon a replacement Chairperson shall be appointed pursuant to 3 (a)(iii) for the duration of the term.
- (c) The representatives of the School Board and (Municipal unit) shall serve until his or her successor is appointed by the School Board or (Municipal unit).
- (d) Except as otherwise provided in this Agreement, the Committee shall develop its own procedures.
- (e) The Committee may invite other persons as the Committee deems appropriate to attend one or more of its meetings from time to time in a non-voting advisory capacity.
- (f) A quorum for the Committee shall be all three members.

- (g) The Committee shall meet as often as necessary to carry out its functions, which are as follows:
- i. To manage this Agreement;
 - ii. To report to the School Board and the (Municipal unit) upon request of either party but in any event not less than annually;
 - iii. To recommend to the School Board and the (Municipal unit) from time to time modifications to this Agreement as the Committee feels desirable.
- (f) **JOINT USE**
- (a) The School Board shall operate the School as an educational facility pursuant to the *Education Act*. The educational uses of the School Board shall take priority over community uses by the (Municipal unit).
- (b) The School (including building and grounds) is available for community use by the (Municipal unit) at all times when classes are not in session and during the regular school schedule provided such usage does not impede or otherwise impair the use of the School by staff and students for educational programs and other school based activities (both co-curricular and extra-curricular). Prior to approving any activity by a community group during the regular school instructional day, the Principal shall consult with the School Advisory Council for advice but will be responsible for making the approval decision.
- (c) (Municipal unit) Community Uses (uses organized by or under the auspices of the (Municipal unit)) have priority over all other community uses. The (Municipal unit) shall make their request for use of the School through the Principal of the School (or designate). The Principal (or designate) shall be responsible for the scheduling of all community uses of the School. All uses of the School by the (Municipal unit) shall be subject to the School Board's Regulations respecting Use of School Facilities which are attached hereto as

Appendix "A" (the "Regulations").

- (d) The parties acknowledge that the School (both buildings and grounds) may not be available during certain times of the year due to scheduled maintenance with 60 day notice to School and (Municipal unit) or emergency repairs.

During the school year (September to June), the School Board shall have priority use of the School during the regular school day (8:00 a.m. - 6 p.m.) and also during evenings and weekends for regularly scheduled school activities (ex. Sports practices and games, concerts, educational fairs). At all other times, the (Municipal unit) will have priority use for its activities and be responsible for the supervision of such programs.

- (f) Notwithstanding clause 4.c, it is understood that at any time the School is not in use, it may be utilized by the School Board or the (Municipal unit), subject to agreement by the party having priority rights at the material time, which agreement shall not be unreasonably withheld.
- (g) Disagreements with respect to clause 4(f) or otherwise in respect of usage of the School shall be referred to and decided by the Committee.

(g) USE OTHER THAN BY SCHOOL BOARD AND (MUNICIPAL UNIT)

- (a) In accordance with the Regulations, the Principal may permit recognized groups other than the School Board or (Municipal unit) to use the School provided there is no disruption to planned programs or activities of the School or (Municipal unit);
- (b) Other community users of the School shall be governed by the Regulations and shall be charged fees in accordance with the Regulations.

(h) **SUPERVISION**

The (Municipal unit) as user of the School shall ensure that appropriate and adequate security and supervision is provided for the (Municipal unit)'s activity. Such security and supervision shall be adequate to ensure that all participants receive appropriate supervision and instruction and shall provide for the care, custody and control of the buildings and equipment. The (Municipal unit) shall ensure that persons are prevented from using the equipment or entering rooms or hallways which have not been authorized for use.

(i) **OTHER ROLES AND RESPONSIBILITIES**

(j) The Principal shall have as his or her main function the day to day administration of the School as determined by the School Board and in accordance with *The Education Act*. The Principal shall facilitate and help promote the concept of community use of the School and shall cooperate with the (Municipal unit) and Committee in facilitating and promoting such use.

(k)

(l) The Principal shall endeavour at all times to administer the various programs and activities in a cooperative and collaborative manner. "Bumping" of one party by another for any pre-scheduled use of the School is to be avoided, and shall only occur after consultation between the parties hereto and as decided by the Chairperson of the Committee in the event of a dispute.

(d) Disagreements between the Principal and (Municipal unit) in respect of the matters provided for in this Agreement shall be referred to the Committee for decision, provided however that the parties recognize that the Principal has the right, subject to the allocation of use provisions in clause 4(e) of this Agreement, to make decisions regarding the overall operation, security, and well-being of the facility.

(m) **LIABILITY, INSURANCE AND INDEMNIFICATION**

The School Board shall maintain property insurance coverage on the School and its contents as well as liability coverage on any event or activities under its jurisdiction.

The (Municipal unit) must secure liability insurance coverage for their activities taking place in the School. The School Board shall be named as an additional insured. A copy of the (Municipal unit)'s insurance policy must be filed with the Principal at the time of securing the permit for use of the School.

The cost of repairs arising out of the use or misuse of the School or its equipment shall be paid by the party responsible for the damage. In the event of dispute the matter will be referred to the Committee for a decision and the Committee's decision shall be final as to the party responsible for repairs.

The (Municipal unit) agrees to indemnify and save the Board harmless from all liabilities, fines, suits, claims, demands, and actions of any kind or nature for which the Board shall or may become liable for any reason by reason or breach or non-performance by the (Municipal unit) of any covenant or term herein or by reason of death, injury, damage, or loss suffered or sustained by any person, by reason of or associated with any act, omission, or neglect on the part of the (Municipal unit) or any servant, agent, or employee of the (Municipal unit), such indemnification in respect of any cases occurring during the term of this Joint Use Agreement or any renewal thereof shall survive the termination of this Joint Use Agreement, notwithstanding anything in this Joint Use Agreement to the contrary.

(n) **EQUIPMENT**

- (a) The School Board shall provide and maintain appropriate equipment for the educational activities of the School, consistent with funding which the School Board receives from the Department of Education and in a manner comparable to other facilities within its jurisdiction.
- (b) The (Municipal unit) may provide and maintain all other equipment deemed appropriate by the (Municipal unit) for its use.
- (c) The School Board and the (Municipal unit) may use each other's equipment during appropriate programs and may, as appropriate, permit other users to use their respective equipment. Consumable equipment may also be used by each party with the permission of the other party. A formula for cost-sharing the replacement of consumable equipment shall be developed by the Committee and approved by the parties to this Agreement.
- (o) **FACILITY MANAGEMENT AND MAINTENANCE**
 - (a) The School Board or its designate shall be responsible for management of the School and maintenance of the School and all School equipment. Replacement or maintenance of equipment shall be undertaken in a manner consistent with funding available to the School Board and consistent with the standards applied by the School Board in its comparable facilities.
 - (b) Each party using any part of the School shall ensure that, following such use, such part is returned to the condition it was in prior to the commencement of each use, reasonable wear and tear excepted.
- (p) **ARBITRATION**
 - (a) Any dispute or failure to reach agreement between the parties respecting the interpretation of this Agreement, or the performance by any party of its obligations contained herein, shall be determined by reference to a single arbitrator. If any party wishes to refer the matter to arbitration, it shall give

written notice to the other party together with the name of its proposed arbitrator. Within seven (7) days of the receipt of such notice, the other party shall either agree to the arbitrator proposed or serve written notice that it requires an arbitrator to be appointed pursuant to the provisions of the *Commercial Arbitration Act* (Nova Scotia). Such arbitrator shall have the power to make a final and binding decision on behalf of the parties hereto.

Notwithstanding anything to the contrary contained in this Agreement, only the (Municipal unit) or the School Board shall be entitled to invoke arbitration proceedings in respect of disputes arising as to joint use of the School, and only the (Municipal unit) and the School Board are entitled to participate in arbitration in respect of such disputes.

(q) **TERM**

This Agreement shall extend for an initial period of ten (10) years (September 1, 200X to August 31, 20XX) subject to the approval of the (Municipal unit).

(r) **NOTICES**

(a) Any notice herein provided or permitted to be given by any party hereto, to one or more of the other, shall be sufficiently given if personally served, faxed or forwarded by registered mail to the following addresses:

To the School Board at:

[Contact]
[Address]
[Phone]
[Fax]

To the (MUNICIPAL UNIT) at:

Municipal unit
Address
Municipal unit
Postal Code

Phone

- (b) Any such notice, demand, request or consent shall be conclusively deemed to have been given or made on the day on which such notice, demand, request or consent is personally served or, if mailed, except in the case of interruption of postal service, on the fifth business day following the date of mailing as the case may be, or if faxed, on the day it was faxed or if that day is not a business day, then on the next business day.

Either party may at any time give notice in writing to the other of any change of address of the party giving such notice and the address therein specified shall be deemed to be the address of such party at which notice is to be given hereunder.

(s) **GENERAL**

- (a) Words used herein importing number include both the singular and plural; words importing gender include the masculine, feminine and neuter genders; and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.
- (b) Neither the School Board nor the (Municipal unit) may assign this Agreement without the prior written consent of the other, the granting of such consent is in the sole discretion of the other party.
- (c) This Agreement shall be governed by and interpreted in accordance with the laws of Nova Scotia and the laws of Canada applicable therein.
- (d) This Agreement may be executed by the parties in counterpart.
- (e) The parties mutually covenant that they shall from time to time hereafter upon every reasonable request so to do, make, do, execute and deliver, cause to be

made, done, executed and delivered all such further acts, deeds, assurances and things as may be necessary in order effectively to implement this Agreement.

- (f) Time shall be of the essence hereof in all respects.
- (g) If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions herein shall not in any way be affected or impaired thereby.
- (h) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns subject to the restrictions on assignment herein contained.
- (i) If at any time during the term of this Agreement, the parties hereto deem it necessary or expedient to make any alteration or addition to this Agreement, they shall do so by means of a written agreement which shall be supplemental hereto and form part hereof.
- (t) The Minister of Education joins in the signing of this Agreement to signify his approval pursuant to Section 133 of *The Education Act* of Nova Scotia.

July 5, 2012

IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered the same on the day and year first above written.

SIGNED, SEALED AND DELIVERED **THE**
(MUNICIPAL UNIT)

in the presence of:

Witness

Per: _____

Per:

SIGNED, SEALED AND DELIVERED
in the presence of:

(NAME OF)
SCHOOL BOARD

_____ Witness

Per:

Per:

The Minister of Education, pursuant to Section 133 of *The Education Act*, hereby approves the above Agreement.

Honourable (name), Minister of Education
Province of Nova Scotia

APPENDIX “D”

SAMPLE

SCHOOL ADDITION & ALTERATIONS OCCUPATIONAL HEALTH & SAFETY ACT CONTRACT PROVISIONS

Duties and Responsibilities of the General Contractor

The company that is awarded this contract (to be known as the general contractor) will accept the entire responsibility for all health and safety for all persons on the project job site. The general contractors shall mark off the boundary of the project job site and maintain the boundary demarcation.

The general contractor has primary responsibility to ensure that:

- (a) The items (a) to (e) as described in section 14 (precautions to be taken by contractors) and section 15 (precautions to be taken by constructors) of the Nova Scotia Occupational Health and Safety Act (OHSA) are carried out.
- (b) All other aspects of the Occupational Health & Safety Act, all the regulations associated with the Nova Scotia Occupational Health and Safety Act, the provincial codes of practice, requirements of Human Resources Canada and the Canada Labour code are implemented.
- (c) The general contractor will have control of the physical work and labour force and shall effectively direct and supervise the workers and the work. The general contractor will be solely responsible for the construction means, methods, techniques, sequences, and procedures and for coordinating the various parts of the work under contract.
- (d) The general contractor shall have primary responsibility for taking every precaution that is reasonable in the circumstances to ensure that every employee, self-employed person and employer performing work in respect to the project complies with the latest version of the Nova Scotia Occupational Health and Safety Act, all related Regulations, Provincial Codes of Practice, and every other safety measures as required by authorities having jurisdiction.

(e) The general contractor has primary responsibility for the health and safety of their own employees and of the sub-contractors' employees with respect to this project and the General Contractor shall take every precaution reasonable in the circumstances to ensure the health and safety of all those at or near the project site.

2. *Certificate of Recognition*

The General Contractor shall be required to provide a copy of the Certificate of Recognition or Letter of Good Standing issued by a company approved by Nova Scotia Workers' Compensation Board and indicating that the tenderer's current standing falls into one of the following categories: Certificate of Recognition, Audit Pending or In the Process. This document is required to be included with their bid documents.

3. *Worker's Compensation*

The general contractor must supply a certificate of good standing from the Workers' Compensation Board for their company and one from each of the sub-contractors that the general contractor will be using on the job.

4. *Project Safety Plan*

After the tender has been awarded and before any work is performed, the general contractor shall produce two copies of safety plan that consist of its Health & Safety Polices, Hazard Assessment Method, Project Specific Safe-Work Procedures, Company Safety Rules and Emergency Preparedness, and they shall be given to the school board. Work will not begin until this document has been determined by the school board to be satisfactory and to contain the sections and information listed below. The general contractor will be totally responsible for the adequacy and completeness of the Safety Plan as they have the most complete knowledge of their employees, operations, and the construction activities that they will employ. The board will retain one copy of the Safety Plan and one copy will be returned to the general contractor, and the Safety Plan will be kept by the general contractor at the job site until all work is completed. The elements of the Safety Plan listed below may all be kept in a binder, or some may be posted on a dedicated Occupational Health & Safety Bulletin Board at the work site. The Safety Plan shall include:

- (a) A completed hazard assessment of the work site before work begins that lists the hazards that exist and method of dealing with sub-contractors at the site and how they will be addressed during the project.
- (b) A list of the hazards that may develop or can be foreseen as developing or

occurring during the project and how they will be managed, reduced or eliminated.

- (c) A copy of the general contractor's Occupational Health and Safety Policies signed by his company, owner/president.
- (d) A compendium of safe work procedures that will be employed by workers (both general contractors and sub-contractors) on this project.
- (e) A description of the procedure for providing first aid, summoning medical assistance and for rescuing an employee from the work site, any confined space or suspended from fall protection lanyard and harness.
- (f) A description of first aid kits and training, detailing what will be supplied at the work site by the general contractor and including a list of those who will be working on the site with emergency or standard first aid training along with the dates the training is due to expire. This information may need to be amended as employees assigned to the job site change.
- (g) A list of the names of Joint Occupational Health & Safety Committee members or the Occupational Health & Safety Representative of the general and sub-contractors who will be working at the site and their home phone numbers.
- (h) Minutes of all job site JOH&S meetings.
- (i) The telephone number of the Nova Scotia Department of Environment and Labour.
- (j) A copy of the Occupational Health & Safety Act, the Provincial General, WHMIS, Confined Space and Fall Protection Regulations and any Provincial Codes of Practice that may be relevant to the work.
- (k) Current copies of all Material Safety Data Sheets for all materials used or present on the work site that are subject to the requirements of the Provincial WHMIS Regulations.
- (l) Forms, both blank and for the work site safety plan; all forms completed during construction such as daily scaffold inspections, daily hazard inspections and daily confined space documentation.

(m) The Safety Plan and an Occupational Health & Safety bulletin board shall be provided at the construction site by the general contractor. Some of the elements of the Safety Plan, such as the general contractor's Occupational Health and Safety Policy, may be posted on the bulletin board. The bulletin board and the Safety Plan shall be available for viewing by:

all employees of the general and sub-contractors;
the Coordinator of Health & Safety for the school board or designate; and
any Department of Environment and Labour Officer or Inspector.

5. *Hazard Inspections and Tool Box Meetings*

The Project Site supervisor for the general contractor or their qualified designate shall conduct:

1. A daily hazard assessment of the job site and the record shall be kept in the Safety Plan binder.
2. An inspection of scaffolding as required by the Fall Protection and Scaffolding Regulations on days that it will be used.
3. Other inspections as required by the Occupational Safety General Regulations.
4. A "tool box" safety meeting before work starts every day to discuss hazards that may develop as the work proceeds and how they will be dealt with.

Occupational Health and Safety Division
Nova Scotia Department of Environment and Labour
5151 Terminal Road, 6th Floor
P.O. Box 697
Halifax, NS B3J 2T8

Notice to Nova Scotia Department of Environment and Labour

This is to inform the Nova Scotia Department of Environment and Labour, the Owner, Engineer and Architect that if we,

[tenderer's name], are successful on the tender for

[name of project] that we will be the Prime Contractor for the work and therefore will be the Constructor as defined by the Nova Scotia Occupational Health & Safety Act.

We will have control of the physical work and labour force and shall effectively direct and supervise the work. We will be solely responsible for construction means, methods, techniques, sequences and procedures and for coordinating the various parts of the work under the contract.

We shall be solely responsible for construction and worker safety at the place of the work and to ensure compliance with all rules, regulations, acts and practices required by applicable Construction Safety Legislation including the Nova Scotia Occupational Health and Safety Act, the Occupational Safety General Regulations, Fall Protection and Scaffolding Regulations, First Aid Regulations (all pursuant to the Occupational Health and Safety Act) and the Human Resources Development Canada, Canada Labour Code.

Contractor's Name

Authorized Representative's Signature

Date

APPENDIX "E" SAMPLE RISK REGISTER

Sample Risk Register for a project										
Risk ID	Risk Title	Risk Category	Risk Description	Impact	Priority	Probability	Risk Matrix	Risk Response Plan		Monitoring and Control
								Response Strategy	Response Action	
1	Construction Delay	External	Construction delay due to weather conditions.	High	High	High	High	Contingency Plan	Weather Monitoring	Review Schedule
2	Material Shortage	External	Shortage of construction materials.	Medium	Medium	Medium	Medium	Supplier Diversification	Material Procurement	Review Inventory
3	Design Change	Internal	Changes in design requirements.	Medium	Medium	Medium	Medium	Change Management	Design Review	Review Change Log
4	Resource Allocation	Internal	Over-allocation of resources.	Medium	Medium	Medium	Medium	Resource Rebalancing	Resource Allocation	Review Resource Utilization
5	Quality Control	Internal	Defects in construction work.	Low	Low	Low	Low	Quality Assurance	Inspection	Review Quality Reports
6	Contract Dispute	External	Disagreements with contractors.	High	High	High	High	Legal Review	Contract Management	Review Contract Terms
7	Permitting Delays	External	Delays in obtaining permits.	Medium	Medium	Medium	Medium	Permitting Expediter	Permit Application	Review Permit Status
8	Site Access	External	Restricted access to the construction site.	Medium	Medium	Medium	Medium	Site Security	Access Management	Review Site Access
9	Environmental Concerns	External	Environmental issues during construction.	Medium	Medium	Medium	Medium	Environmental Mitigation	Environmental Monitoring	Review Environmental Impact
10	Public Relations	External	Negative public perception of the project.	Low	Low	Low	Low	Public Outreach	Stakeholder Communication	Review Public Feedback