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General

You are hereby invited to submit a Proposal for Professional Design Services in connection with the Air Cargo Logistics Facility (Facility) at the John C. Munro Hamilton International Airport (YHM), Mount Hope, Ontario, Canada. The services include the preparation of the schematic design, design development and field inspection services during the course of construction.

The requirements for submitting a Proposal are stated in the attached Request for Proposals (the “RFP”). Please review them carefully.

All Proposals are due to YHM no later than March 10, 2014, at 3:00 p.m. EST.

One electronic copy of the Proposal on a CD or USB flash drive in searchable Adobe Acrobat .pdf format and one original Proposal signed in ink by a company official authorized to make a legal and binding offer along with the corporate seal must be submitted in a sealed and opaque envelope plainly marked as follows:

Request for Proposals

Attention: Bob Burlakoff
TradePort International Corporation
YHM Air Cargo Logistics Facility

2206-9300 Airport Road
Mount Hope, Ontario
L0R 1W0

RFP questions must be directed to YHM contact person, per the enclosed instructions.

Sincerely,

Maria Jose Garces
Project Manager
TradePort International Corporation
Introduction

John C. Munro Hamilton International Airport (YHM) is one of Canada’s largest multimodal airports offering regular cargo services to North America and Europe. Located on the outskirts of Hamilton, Ontario, YHM is home to four major cargo and courier companies and considered a desirable cargo airport with its strategic location in the industrial heartland of Canada.

On January 10, 2013, the federal and Ontario governments joined with Hamilton’s municipal government and TradePort International Corporation and its subsidiary Hamilton International Airport Limited to announce a $12 million infrastructure investment for cargo development at the Airport.

This investment is intended to develop on-site infrastructure to expand cargo operations at the Airport, creating jobs and driving economic development for the City of Hamilton and greater region. This announcement resulted in a high priority project for YHM to provide a new 77,002 square feet cross dock cargo facility on a 1.7 hectare site, west of the main terminal building on Hangar Road. Cargojet, one of Canada’s leading cargo airlines, is currently in negotiations with YHM for its long-term occupancy as a tenant in the facility.

Information to Proponents

Definitions

a. Business Day: means any day other than a Saturday, Sunday, public holiday or other day on which banks in Ontario are authorized or required by Law to be closed or any other day on which the administrative offices of YHM are closed;

b. Contract: means the contract arising upon the acceptance of a Proposal and award of the Contract by YHM in accordance with the RFP, irrespective of when notice of acceptance of a Proposal is received by a successful Proponent;

c. Contract Documents: mean the executed Agreement (“the Contract”) between the Client and the Consultant, the General Conditions, RFP, Proposal, RFP addenda, RFP supplementary information, Project Definition Report (PDR), specifications, drawings and such other documents as listed in the Contract including amendments thereto incorporated before the execution of the Contract and subsequent amendments thereto made pursuant to the provisions of the Contract and agreed upon between parties;

d. Contractor: The Client is working under the assumption that the Project will be procured as a Construction Management at Risk. Therefore Contractor is the Construction Manager.

e. Evaluation Committee: means a team consisting of members of the YHM staff and, where considered appropriate by YHM in the exercise of an absolute discretion, independent consultant, who will perform the evaluation of each of the Proposals and make such reports and recommendations to the award of this RFP as they consider appropriate;
f. Form of Contract: means the form of contract attached to this RFP as Schedule E

g. Project: means the project described in Schedule C hereto. It is also referred to as “Work” or “Works”;

h. Project Manager: means the person designated by YHM to manage the delivery or performance of the Services to which the RFP relates, or to oversee the Project and/or YHM’s obligations under the Contract and when there is no such designate appointed by YHM, YHM shall be the Project Manager;

i. Proponent: means the party submitting a proposal in response to this RFP

j. Proposal: means a proposal made by a Proponent in response to this RFP

k. Proposal Documents: means all documents regarding this Proposal process;

l. Proposal Price: means the total sum named in the Proposal Form I including all applicable taxes. Once the Successful Proponent is selected, the Proposal Price means the Total Contract Price;

m. Project Definition Report (PDR): means the document as included under Schedule C: Project Description (PDR)

n. RFP: means collectively the scope of work for this Request for Proposals including the Communications Notice, RFP Notice, the Instructions to Proponents, the Proposal, the Form of Proposal (Step 1), the Form of Proposal – Cost Proposal (Step 2) and Schedules, the Terms of Reference, and any other Appendices and all Addenda to the RFP together with all other documents expressly forming part of the RFP for this Project (also collectively referred to as “RFP Documents”);

o. Scope of Work: means the work described in Schedule B;

p. Services: means the goods, services, responsibilities, functions, duties and obligations with YHM contemplates will be supplied and performed by the successful Proponent as a result of this RFP and as outlined throughout this RFP and more specifically in Schedule B: Scope of Services;

q. Extra Services: means additional Services identified in the addenda issued by YHM and/or additional Services included by the Proponents in their Proposal;

r. Submission: means a written offer from a Proponent to YHM, on a prescribed proposal form, to perform the work and to furnish all labor, materials, equipment and/or services for the prices and terms quoted by the Proponent.

s. Successful Proponent: means the Proponent whose Proposal is selected and is awarded the Contract for this RFP by YHM. It is also referred to as “Consultant”;

t. Total Contract Price: means the fully inclusive, all-in total contract price, constituting the sum of all costs quoted by a Proponent in its Proposal with response to the Project

i. Including the purchase price for all materials, labour costs, service costs; but

ii. Excluding any options or alternatives requested in the Contract Documents that YHM elects to exclude; and

iii. Excluding Value Added Taxes.

u. Value Added Taxes: means such sum as shall be levied upon the Proposal Price by the Federal or any Provincial or Territorial Government and is computed as a percentage of the Proposal Price and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the Proponent by the tax legislation;
YHM’s Rights and Options

YHM reserves the following rights, which may be exercised at YHM’s sole discretion:

- To supplement, amend, substitute or otherwise modify this RFP at any time;
- To take any action affecting this RFP, this RFP process, or the services or facilities subject to this RFP (collectively, the “Scope of Work”) that would be in the best interests of YHM;
- To issue additional requests for information;
- To require one or more Proponents to supplement, clarify or provide additional information in order for YHM to evaluate the Proposals submitted;
- To conduct investigations with respect to the qualifications and experience of each Proponent;
- To waive any defect or irregularity in any Proposal received;
- To reject any or all Proposals received or cancel the RFP and require submission of new Proposals for any reason within its absolute discretion;
- To reject Proposals which in the opinion of YHM are considered to be informal, unbalanced or if none of the proposals are satisfactory or acceptable;
- To accept proposals that are not the lowest priced compliant Proposal submitted and accept another compliant proposal, which in YHM’s opinion, is more beneficial to YHM’s interests notwithstanding that it may not be the lowest priced compliant Proposal;
- To cancel this RFP with or without the substitution of another RFP;
- To postpone this RFP at any time for any reason and with impunity, including without limitation if in the sole opinion of YHM if none of the proposals received are satisfactory or acceptable;
- To share the Proposals with YHM employees other than the Evaluation Committee as deemed necessary;
- To award all, none, or any part of the Scope of Work that is in the best interest of YHM;
- To discuss and negotiate with selected Proponent(s) any terms and conditions in the Proposals including but not limited to financial terms;

Expense of Submittal Preparation

YHM accepts no liability for the costs and expenses incurred by the Proponents in responding to this RFP, in preparing responses for clarification, in attendance at interviews, participating in contract development sessions, or in meetings and presentations required for the contract approval process.

The following terms are applicable to this RFP and the Proponent’s Proposal. All costs and expenses related to the preparation, submission and presentation, including interviews and demonstrations, of a Proposal and the provision of additional information necessary for the evaluation of a Proposal shall be at the sole expense of the Proponent.
Each Proponent that enters into the selection process shall prepare the required materials and submittals at its own expense and with the express understanding that the Proponent cannot make any claims whatsoever for reimbursement from YHM for the costs and expenses associated with the procurement process.

YHM will not defray any expenses whatsoever incurred by Proponents in the preparation and submission of their Proposal.

RFP Not an Offer

This RFP does not constitute an offer by YHM. No binding contract, obligation to negotiate, nor any other obligation shall be created on the part of YHM unless YHM and the Proponent execute the Contract Documents. No recommendations or conclusions from this RFP process concerning the Proponent shall constitute a right (property or otherwise).

Right to Terminate Discussions

The Proponent’s participation in this process might result in YHM selecting the Proponent to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by YHM to execute the Contract Documents or to continue discussions. YHM can terminate discussions at any time and for any reason.

Requirement for Representation as to Accuracy and Completeness of Proposal

Each Proponent shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: “The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to YHM, is true, accurate, and complete.”

Standard of Care

The standard of care for all professional engineering, consulting and related services performed or furnished by the Successful Proponent and its employees under this Agreement will be the care and skill ordinarily used by members of the Successful Proponent’s profession.

Indemnification

Furthermore, each Proponent agrees to indemnify and hold harmless YHM and each of its officers, employees, City of Hamilton and agents from all costs, damages, and expenses incurred in
connection with refusing to disclose any material, which the Proponent has designated as a trade secret. Any Proponent that designates its entire Proposal as a trade secret may be disqualified.

**Insurance Requirements**
Throughout the term of the Contract (including any renewal thereof), the Successful Proponent shall obtain and maintain at its own expense, including the cost of any applicable deductible, the following policies of insurance.

The Proponent whose Proposal YHM is recommending for the award of the Contract shall provide the insurance and security as required by the RFP Documents, within ten Business Days of YHM’s notification of such, and, in any event, prior to the commencement of the Services.

**Reservation of Right to Change Schedule**
YHM shall ultimately determine the timing and sequence of events resulting from this RFP. YHM reserves the right to delay the closing date and time for any phase if YHM staff believes that an extension will be in the best interest of YHM.

**Reservation of Right to Amend RFP**
YHM reserves the right to amend this RFP at any time during the process, if it believes that doing so is in the best interests of YHM. Any addenda will be posted on YHM’s website as identified in the RPF and local media. Proponents are required to acknowledge their receipt of each addendum by completing the table in Proposal Form A – Proposal Submission.

**Additional Evidence of Ability**
Proponents shall be prepared to present additional evidence of experience, qualifications, abilities, equipment, facilities, and financial standing. YHM reserves the right to request such information at any time during the Proposal evaluation period for this RFP.

**No Collusion or Conflict of Interest**
By responding to this RFP, the Proponent shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Proponent submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.

No employee of YHM shall personally sell goods or services to YHM, nor have a direct or indirect interest in a company that sells goods or services to YHM. Prior to the award of the Contract, no Proponent shall contact any official of YHM with respect to the Proposal, the RFP or the proposed Contract, except the Project Manager or other person designated for that purpose in the RPF documents.
Proposal Terms Firm and Irreversible

The signed Proposal shall be considered a firm offer on the part of the Proponent. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by YHM. The Proponent chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract Documents, either in part or in its entirety, at YHM's election. Any false or misleading statements found in the Proposal or Contract exceptions not included in the Proposal may be grounds for disqualification.

Alternative proposals will be disqualified.

Proposal Binding for 180 Days

Each Proposal shall contain a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Proponent and include such individual’s name, title, address, and telephone number. All prices quoted shall be firm and fixed for the full period of each Contract Documents. YHM shall have the option to accept subject to exception by any applicable Contract Documents.

Subcontracting

The Proponent given the Contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Proponent shall remain the prime contractor and will assume all responsibility for the performance of the Scope of Work that are supplied by the applicable subcontractor(s). Additionally, YHM must be named as a third party beneficiary in all subcontracts.

Withdrawal or Modification of Proposals

Proponents may change or withdraw their Proposals at any time prior to the Proposal due date; however, no oral modifications will be allowed, and requests must be submitted to the address specified for the deposit of the Proposals. Only written requests for modifications or corrections of a previously submitted Proposal, which is addressed in the same manner as the Proposal, and received by YHM prior to the scheduled closing time for receipt of Proposals, will be accepted. The Proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope, which is plainly marked “Modifications to Proposal.”
No Contact/Visits

As of the Proposal due date and until the date of an award under this RFP, each Proponent shall refrain from contacting any employee of YHM or member of the Evaluation Committee except for written requests to the YHM contact person in accordance with the Procurement Process section. No Proponent shall attempt to visit any of the Facilities without the prior written consent of YHM, which consent may be withheld in YHM’s sole discretion.

Exceptions to the RFP

Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Contract Documents attached to this RFP. An “exception” is defined as the Proponent’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the Contract Documents attached to this RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Proponent provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Proponent’s solution, must be described in detail.

Clarification of Ambiguities

Any Proponent believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify YHM in writing of such apparent discrepancy. Failure to notify will constitute a waiver of claim for ambiguity, inconsistency or error.

Proponent’s Obligation to Fully Inform Themselves

Proponents or their authorized representatives are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting Proposals. Failure to do so will be at the Proponent’ own risk.

Disclaimer

Each Proponent must perform its own evaluation and due diligence verification of all information and data provided by YHM. YHM makes no representations or warranties regarding any information or data provided by YHM.
Procurement Process

Schedule and Process

The following chart shows the schedule of events to prepare the Proponent’s Proposal. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

Table 1 – Procurement Process Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 18, 2014</td>
<td>Issuance of RFP</td>
</tr>
<tr>
<td>February 26, 2014</td>
<td>Mandatory Site Meeting. RSVP requested.</td>
</tr>
<tr>
<td>February 27, 2014</td>
<td>Request for Proposal Acknowledgement: Proponents who intend to submit a Proposal shall submit the RFP Acknowledgement Form by this date to the email address of the YHM contact person. Close of business day 5:00 pm Eastern time.</td>
</tr>
<tr>
<td>March 3, 2014</td>
<td>Last date to submit written questions. Close of business day Eastern time.</td>
</tr>
<tr>
<td>March 6, 2014</td>
<td>Due date to respond to questions and last date to issue addenda. Close of business day Eastern time.</td>
</tr>
<tr>
<td>March 10, 2014</td>
<td>Proposal submission due date and time: by 3:00 p.m. EST.</td>
</tr>
</tbody>
</table>

Intent to Propose

Please acknowledge receipt of this RFP via email using the Request for Proposals Acknowledgement attached hereto as Schedule A. Complete the form in its entirety advising YHM of your firm’s intention to submit a Proposal. Email the completed and signed form to rburlakoff@flyhamilton.ca

Interpretations and Addenda

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any Proponent. Proponents must request such interpretations or clarifications in writing from YHM. Address requests for information or clarification of this RFP by email to YHM contact person below:

Attention: Bob Burlakoff
Manager, Facilities
Email: rburlakoff@flyhamilton.ca
TradePort International Corporation
YHM Air Cargo Logistics Facility
When submitting questions, please reference the RFP page and topic heading and page. When responding to Proponent questions or issuing addenda to the RFP, YHM will post the answer or information to the Internet at http://flyhamilton.ca/business/business-operations/construction/

Submission of Proposals

One electronic copy on a CD or USB flash drive in searchable Adobe Acrobat .pdf format and one original and complete Proposal signed in ink by a company official authorized to make a legal and binding offer along with the corporate seal shall be submitted to the YHM contact person before the Proposal submission due date and time.

The "original" Proposal and the digital version thereof shall be complete and unabridged, and shall not refer to any other copy of the signed/sealed original for any references, clarifications, or additional information. When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of YHM. Proposals sent by fax will not be accepted.

Do not arrive at the YHM office on the Proposal due date for the purposes of reviewing your competitor's Proposals. The Proposals will not be read aloud or made available to inspect or copy.

Mandatory Site Meeting

There is a mandatory site meeting scheduled. Failure of a Proponent to attend this site meeting will result in the rejection of any Proposal submission by that Proponent.

Location: Hamilton International Airport Limited
2206-9300 Airport Road
Mount Hope, Ontario
L0R 1W0
Administration Offices Air Terminal Building

Date: Wednesday, February 26th, 2014
Time: 10am EST
Mandatory RSVP: Bob Burlakoff, rburlakoff@flyhamilton.ca

Correction of Errors

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Proponent further agrees that in the event of any obvious errors, YHM reserves the right to waive such errors in its sole discretion. YHM however, has no obligation under any circumstances to waive such errors.
Review of Proposals

1) All Proposals submitted by the Closing Time of the RFP will be examined by a representative of YHM to confirm that they are compliant and otherwise complete, subject to YHM’s exercise of any right or privilege contained in this RFP. Proposals which are complete and compliant will be evaluated in accordance with the provisions of the RFP, subject to YHM’s exercise of any right or privilege contained in this RFP. YHM reserves the right to examine the compliance and completeness of Proposals in phases.

2) At its sole discretion, YHM may clarify any aspect of any Proposal received at any time and, without limiting or restricting the foregoing general right in any way, the purpose of such clarification may be to enable YHM to determine whether the Proposal complies with the RFP and to resolve any ambiguity in the language used, or any other vague or uncertain aspect of the Proposal. No such clarification shall alter the Proposal or constitute negotiation or renegotiation of the price or any aspect thereof, or the nature or quality of the goods or services to be supplied or performed as set out in the Proposal at the close of the RFP, and all correspondence with a Proponent for the purposes of such clarification shall be conducted through the Procurement Section.

3) Where the lowest compliant Proposal contains an otherwise legible, clear and unambiguous change such as an erasure, strike out, white out, cross out or overwrite which has not been initialed, the Proponent will be required to initial such change within one Business Day of YHM’s request. Failure to comply with YHM’s request within the time line provided will result in the rejection of the Proposal.

4) Without limiting subsection (2), YHM’s right to clarify shall include the right to request additional information relating to the terms of the Proposal submitted.

5) The right of clarification provided under this section is within the sole, complete and unfettered discretion of YHM and is for its exclusive benefit, and may or may not be exercised by YHM at any time and in respect to any or all Proposals.

6) Notwithstanding YHM’s right to request clarification, YHM shall have no obligation whatsoever to do so. Where in the opinion of YHM a Proposal or any part thereof is ambiguous, incomplete, non-compliant, deficient, or otherwise not acceptable in any aspect, YHM may reject such Proposal whether clarification has been sought, obtained or neither.

7) YHM’s review of a Proponent’s submission with a Proponent or its seeking of clarification under this section shall not, in any way, be deemed to be an acceptance of any term or provision so clarified or be deemed to be an acknowledgement of the compliance of the Proposal with the terms of the RFP; shall not constitute an acceptance of that Proposal or any other Proposal; and shall not oblige YHM to enter into an Contract with that Proponent or any other Proponent.

8) All clarifications provided by a Proponent pursuant to a request by YHM under this section shall be in writing, in a clear and unambiguous form satisfactory to bind the Proponent, and satisfactory to YHM.

9) Any Proponent may be required to meet with officials of YHM within 30 days of being so requested to explain details of the submission, at a place in Hamilton specified by YHM, and the Proponent shall bear all costs of its attendance and the attendance of any of its
Guidelines Regarding Proposal Irregularities

As a guide to the Proponent, but without qualifying any rights and privileges reserved to YHM, the Proponents Guidelines set out below is indicative of the manner in which discretion reserved by YHM is to be exercised with respect to non-compliant Proposals. However, YHM shall not be liable to any Proponent or other person where it elects to exercise a discretion, reserved privilege or right in a manner different from that indicated below.

Table 2 – Proponent Guidelines

<table>
<thead>
<tr>
<th>Irregularity</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Late Proposal</td>
<td>A late Proposal will not be accepted and will be returned unopened to the Proponent, at the Proponent’s cost.</td>
</tr>
<tr>
<td>2. Unsealed Proposal.</td>
<td>An unsealed Proposal will not be accepted.</td>
</tr>
<tr>
<td>all required sections in Form of Proposal not completed.</td>
<td></td>
</tr>
<tr>
<td>Unit Price Proposal:</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>Unit Price missing.</td>
<td></td>
</tr>
<tr>
<td>Lump Sum Price missing.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>Total Contract Price Proposal</td>
<td></td>
</tr>
<tr>
<td>Total Contract Price missing.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>Provisional Item price missing.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>5. Qualified or conditional Proposal (A Proposal restricted by a statement added to the Form of Proposal or a covering letter or alterations to the Form of Proposal).</td>
<td>Automatic rejection unless the Request for Proposals specifically permit such qualification or condition.</td>
</tr>
<tr>
<td>Original signature of Proponent missing.</td>
<td></td>
</tr>
<tr>
<td>7. Failure of Proponent to complete page totals or the summary page, or both, on the Form of Proposal.</td>
<td>The Proposal will not be rejected as these are for administrative purposes only.</td>
</tr>
<tr>
<td>8. A Proposal received on documents other than those documents supplied by YHM in the Request for Proposals package.</td>
<td>Automatic rejection unless a Proposal is received on a true reproduction of the documents supplied by YHM in the Request for Proposals package.</td>
</tr>
<tr>
<td>Irregularity</td>
<td>Response</td>
</tr>
<tr>
<td>--------------</td>
<td>----------</td>
</tr>
<tr>
<td>9. All erasures, changes, overwriting, whiteouts, cross outs or strikeouts which have not been initialled, but are otherwise legible, clear and unambiguous, regarding the following on the Form of Proposal: Unit Price or a Lump Sum Price in a Unit Price Proposal; and Total Contract Price or a Provisional Price in a Total Contract Price Proposal.</td>
<td>The lowest compliant Proponent will be required to provide the missing initials within one Business day of being requested to do so by YHM. Failure to provide the missing initials will result in a rejection of the Proposal.</td>
</tr>
<tr>
<td>10. Execution of Proposal bond: Corporate seal or original signature of Proponent, or both, are missing.</td>
<td>Automatic rejection.</td>
</tr>
<tr>
<td>11. Other irregularities.</td>
<td>An irregularity that goes beyond the scope of the Proponents Guidelines set out below shall be considered by the Procurement Manager.</td>
</tr>
</tbody>
</table>

**Evaluation**

As part of the evaluation process, the Evaluation Committee may engage in discussions with any Proponent. Discussions might be held with individual Proponents to determine in greater detail the Proponent’s qualifications, to explore with the Proponent the scope and nature of the required Scope of Work, to learn the Proponent’s proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at the Contract Documents that will be satisfactory to YHM.

YHM may in its discretion require one or more Proponents to make presentations to the Evaluation Committee or appear before YHM and/or its representatives for an interview. During such interview, the Proponent may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as YHM deems appropriate. Proponents will be notified in advance of the time and format of such meetings.

Since YHM may choose to award the Contract Documents without engaging in discussions or negotiations, the Proposals submitted shall define the Proponent’s best offer for performing the Scope of Work described in this RFP.
Selection and Evaluation Criteria

Evaluation

Proposals will be evaluated by the Evaluation Committee according to the criteria and requirements set out in this RFP. In submitting the Proposal, Proponents agree that the decision of the Evaluation Committee is final and binding, and will not be subject to review by any court and any Proponent breaching this provision will indemnify YHM for all its costs as a result of same, save and except where YHM has acted in manifest bad faith.

The RFP shall not obligate or commit YHM to award a contract.

Technical Proposal

Proponents should submit 1 complete copy of the Technical Proposal (one originally signed document, and 1 electronic copy. YHM’s Forms of Proposal A to G – (Step 1) must be completed in full and be included in the front of the Technical Proposal submission.

- The Technical Proposal and the Forms of Proposal A to G shall be submitted in a sealed package labeled “Step 1 – Technical Proposal”.

- The Technical Proposal shall be evaluated in Step 1. No details of costs or rates are to be included in this part of the Proposal. The Proposal that includes in this step the Form of Proposal H and I will be disqualified.

Step 1 - Evaluation of Technical Proposals

During Step 1 of the evaluation process, all Proposals will be initially reviewed to determine compliance with the RFP requirements.

Any Proposal not complying with the requirements of the RFP shall not be accorded any points or evaluated further, or that fails to meet the required minimum score (if any) within an evaluation category may not be evaluated further, subject to the exercise by YHM, in its absolute discretion, of any right or privilege it may have in this RFP, including without limitation its right to waive irregularities. YHM may exercise its rights and privileges under the RFP and reject a Proposal in accordance with same notwithstanding that it may be compliant with the remaining requirements of this Proposal.

The Evaluation Committee will evaluate compliant (or deemed compliant as a result of the waiver by YHM of any non-compliance) Technical Proposals, which have not been rejected by YHM in accordance with a right or privilege of YHM and assign points up to a maximum of 80 points.
Proposals will be scored by consensus of the Evaluation Committee. Proposals meeting or exceeding the Benchmark will proceed to Step 2.

An initial determination of compliance (including deemed compliance at Step 1) shall not preclude a finding by YHM of non-compliance at Step 2, particularly with respect to non-compliance with the requirements for the Form of Proposal – Schedule of Quantities and Prices or any other discovered non-compliance with the RFP requirements.

The criteria in Table 3 will be used in the evaluation. Proposal submissions must address these criteria in the identification and order protocol shown below. Not following this identification and order creates the risk to the Proponent that, even if the information has been provided, it may be overlooked and consequently not considered in evaluation of the Proponent’s score.

The following is a table listing the evaluation categories, indicating:

1) the maximum score attainable in each category; and
2) the required minimum score per category (if any) that must be attained in order to proceed to Step 2 of the evaluation; and
3) the overall minimum score that must be attained (“Benchmark”) in order to proceed to Step 2 of the evaluation.

Table 3 – Evaluation Criteria

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Maximum Score Attainable Minimum-Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relevant Corporate Experience and Qualification</td>
<td>15-20</td>
</tr>
<tr>
<td>1. Clarity, conciseness, quality and completeness of submission</td>
<td></td>
</tr>
<tr>
<td>2. Similar projects specific experience</td>
<td></td>
</tr>
<tr>
<td>3. Local experience and knowledge</td>
<td></td>
</tr>
<tr>
<td>4. References</td>
<td></td>
</tr>
<tr>
<td>Project Team and Experience</td>
<td>15-20</td>
</tr>
<tr>
<td>1. Organizational structure supporting the scope of work</td>
<td></td>
</tr>
<tr>
<td>2. Key personnel professional qualifications and experience in managing similar projects</td>
<td></td>
</tr>
<tr>
<td>3. History of team members working together in previous projects</td>
<td></td>
</tr>
<tr>
<td>4. Capability to provide necessary resources to perform the scope of work</td>
<td></td>
</tr>
</tbody>
</table>
**Proposed Methodology and Work Plan**

1. Comprehension and understanding of the assignment
2. Demonstrated understanding of overall scope and objectives, identify key tasks, noting any specific challenges that may exist
3. Demonstrated innovation in approach and methodology
4. Evidence of a work plan which is specific to the assignment and addresses all issues

<table>
<thead>
<tr>
<th>Proposed Methodology and Work Plan</th>
<th>15-20</th>
</tr>
</thead>
</table>

**Scheduling and Planning**

1. Schedule is complete and supports the work plan
2. Conforms reasonably with specified timelines
3. Milestones are clearly stated
4. Meetings, site visits and presentations have been identified

<table>
<thead>
<tr>
<th>Scheduling and Planning</th>
<th>15-20</th>
</tr>
</thead>
</table>

**Benchmark (Minimum Attainable Points)**

<table>
<thead>
<tr>
<th>Benchmark (Minimum Attainable Points)</th>
<th>60</th>
</tr>
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</table>

**Maximum Attainable Points**

<table>
<thead>
<tr>
<th>Maximum Attainable Points</th>
<th>80</th>
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</table>

**Optional Interviews**

Prior to Step 2, YHM at its sole discretion, reserves the right to conduct interviews with Proponents. The interviews will be held for the sole purpose of which will be to verify the scores which the Evaluation Committee has applied to those Proponents being interviewed. The interviewers will ask questions relating to the criteria set out in Step 1, the RFP Documents, and the Proponent’s Proposal. Proponents are not permitted to present any information not previously included in their Proposal.

The Proponent’s project leader and key members of the project team, as named in the Proposal submission must be in attendance at the interview. Proponents shall keep the number of presenters to the interview to no more than three people.

No scoring will be given directly to the interview. The Evaluation Committee will consider its prior scoring of the Proposals and adjust any, all, or none of the criteria up or down as the Evaluation Committee agrees in consensus.

Any interviewed Proponent falling below the Benchmark will not move on to Step 2. All interviewed Proponents whose scores remain at or greater than the Benchmark will move on to Step 2.

**Cost Proposals**

**Step 2 – Evaluation of Cost Proposals**

The Cost Proposal shall be evaluated in Step 2, in conjunction with the Technical Proposal. The Cost Proposal shall be submitted in a separate sealed package labeled “Step 2 – Cost Proposal” and shall
include any Cost Proposal Summary or additional costing information included in Forms of Proposal H and I. Failure to submit the Cost Proposal in a separate sealed package will cause your Proposal to be disqualified.

Proponents shall submit 1 complete copy of the Cost Proposal and 1 electronic version. YHM’s Forms of Proposal – Cost Proposal (Step 2) must be completed in full and be included in the front of the Cost Proposal submission.

The Forms of Proposal – Cost Proposal (Step 2) shall include all costs to complete the Project including any provisional costs as stated in the Forms of Proposal H and I.

Only those Proponents who have met or exceeded the Benchmark in Step 1, (Table 3 Criteria for the Evaluation of Proposals) will proceed to Step 2.

All Proposals succeeding through step 1 and receiving an evaluation score, as adjusted after the interview (if at all) at or greater than the Benchmark, will have their Form of Proposal – Cost Proposal (Step 2) package marked “Step 2 Cost Proposal” opened and evaluated during Step 2.

The compliant Proposal with the lowest Total Contract Price will be recommended for the award of the Contract.

Rejections of Proposals
At its discretion, YHM may (but shall not be obliged to) reject any Proposal that does not,

- comply with this RFP or any Addenda thereto; or
- contain in full all information required by this RFP, including all Appendices and all Addenda thereto.

YHM may reject any Proposal submitted by a Proponent or cancel any contract awarded to that Proponent without any compensation whatsoever payable to the Proponent, where any information provided by the Proponent in its Proposal or as part of any pre-qualification procedure is determined by YHM, in its sole opinion, to be false or otherwise misleading in any material respect.

Award of Contract
Subject to YHM’s reserved rights and privileges set out in the Request for Proposals, the Contract shall be awarded to the compliant proponent who has:

1) met the Benchmark;
2) met the minimum required score for each evaluation category, if any, as set out in Table 3: Criteria for the Evaluation of Technical Proposals of the Proposal submission Information section of this Request for Proposals; and
3) lowest Total Contract Price.
The compliant Proposal with the lowest Total Contract Price will be recommended for the award of the Contract.

If there is a tie, then the following tie-breaking measure will be used to select the Successful Proponent.

1) The Proposal with the highest overall Technical points, and if still tied,
2) The Proposal with the highest points for Category C, and if still tied
3) The Proposal with the highest points for Category B.

After submission of Proposals and review by the Evaluation Committee, YHM will commence negotiations of the Contract Documents with the Preferred Proponent. In the event YHM has not fully executed the Contract Documents within one hundred eighty (180) calendar days after opening of the Proposals, the Proponent may request that it be released from the Proposal.

The successful Proponent may be required, as a condition of acceptance of its Proposal, to provide on request, a certified copy of a resolution of directors or other satisfactory evidence of signing authority, together with evidence that the Proponent is legally authorized to carry on business in the Province of Ontario; in particular, Proponents which are corporations.

**Prices**

YHM shall not be required to cause prices to be read out publically on the opening of Proposals or at any other time.

Once the Contract has been awarded, only the Total Contract Price and total score of the Successful Proponent will be disclosed. Official notification will only be given to the Successful Proponent; however, persons who submitted a Proposal may obtain the Total Contract Price for all Proponents upon request to the Project Manager designated as the contract person for the purposes of this RFP.

YHM shall not be obliged to disclose the evaluation scores of any individual member of the Evaluation Committee, nor to justify any score awarded by that time or any member thereof. Any evaluation carried out by the Evaluation Committee shall be considered to be fair and accurate for all purposes.

Award information will be posted on the following website:
http://flyhamilton.ca/business/business-operations/air-cargo-logistics-facility/

**Proposal Format**

Submission of a proposal implies unconditional acceptance by the Proponent of the Proposal requirements. Proponents shall structure their bids as follows:
The Proposal documents to be submitted shall comprise the following:

Table of Contents

Cover Letter
The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Proponent. The cover letter shall provide the name, email address, address, telephone and facsimile numbers of the Proponent along with the name, title, email address, address, telephone and facsimile numbers of the Executive that has the authority to contract with YHM.

In the case of a Joint Venture the name of the Joint Venture, and the name and address of the lead member. Furthermore, in the case of a Joint Venture, all members shall make a joint statement of their intention to execute the scope of work stating that they are jointly and severally liable. They shall unanimously nominate the lead member of the Joint Venture and execute the scope of work under the Conditions set-out in the Proposal documents.

Each Proponent shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: “The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to YHM, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead YHM as to any material facts.”

Executive Summary (maximum 4 pages)
The Proponent shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, summary of the proposed Scope of Work.

This section should highlight aspects of this Proposal, which make it superior or unique in addressing the needs of YHM.

Project Team and Experience (maximum 10 pages)
The Proponent shall provide a concise description of key employees to make up the project team and dedication, including organization chart and resume of key personnel. Describe prior working relationships among team members. In addition, each Proponent should include specific job titles, the general qualifications and the specific functions in relevant projects of those individuals who will be involved in the professional design and field inspection services.
 Relevant Experience and Qualifications (maximum 10 pages)
List completed projects in the last 15 years where Proponent has provided detailed design and field inspection services for a cargo terminal or logistics facility and where the Proponent has experience on comparable projects. Specific experience in airports is an asset. Include scope of the project, project value, role of the Proponent and contract value, the names, location, and contact information for a reference for each project listed.

Understanding the Project and Challenges (maximum 2 pages)
The Proponent shall provide its understanding of the project, the scope of work, the challenges that it will face considering minimum disruptions for airport operations and demonstrate the ability to complete the work within project budget and the Project Milestone Schedule. The Proponent shall also present its views on value engineering and coordination under a Construction Management approach for the execution of the project.

Proposed Methodology and Work Plan (maximum 10 pages)
The Proponent shall outline the proposed methodology to undertake the professional design and field inspection services related to the Project. The Proponent should consider approach, inputs, deliverables, meetings, review and approvals, among others. It shall include without limitations:
   a)  Schematic design
   b)  Preliminary design (50%) drawings, specifications, project cost estimates and schedule
   c)  Detailed Design (75%, 90%) drawings, specifications, project cost estimates and schedule
   d)  Final Design (100%) drawings, specifications, project cost estimates and schedule
   e)  Plan of Construction Operations (PCO)
   f)  Field inspection services (Pre-construction, during construction, post-construction)

Project Implementation Schedule (maximum 3 pages)
Prepare and submit a Project Implementation Schedule to describe, to the best of your ability, all tasks and the time for each task associated with the performance of the obligations set forth in this RFP and the Contract Documents and effort required by each project team member in each of the phases.

Project Communication Protocol (maximum of 3 pages)
Provide a clear communication protocol that will be implemented between all parties involved during design and construction. Identify the person on your project team as the main point of contact.
Anticipated Permits
Identify and list all permits anticipated for the design.

Detailed Pricing Proposal
Each Proponent must provide a lump sum price to perform the Scope of Services and set forth in detail its pricing proposal, in accordance with the implementation schedule, the effort required and the corresponding unit rates.

The Proponent will provide pricing information by completing the applicable portions of the Proposal Forms. YHM may in its sole discretion treat any failure to provide pricing in the manner requested as a sufficient reason to disqualify a proposal from consideration.
Subject to the terms of the Proposal Forms, the Proponent will provide prices:
   a) as net costs, with all costs included in the unit price including any applicable duty and brokerage costs;
   b) in Canadian funds;
   c) exclusive of Value Added Tax and YHM may adjust any price quoted contrary to this requirement; unless otherwise specified in the Cost Proposal (Step 2);
   d) as fixed prices for the duration of the Contract.

Exceptions to the RFP and the Contract Documents
An “exception” is defined as the Proponent’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in the technical portion of your Proposal and must specifically reference the relevant section(s) of this RFP including the relevant sections of the Contract Documents. Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP.

If the Proponent provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Proponent’s solution, must be described in detail.

If exceptions are not identified in your Proposal they may not be considered during negotiation of the Contract Documents and could result in Proposal being rejected from further consideration. If legal counsel needs to review the terms and conditions of the Contract Documents before your Company can sign, reviews must be completed before your Proposal is submitted.

Required Forms
To be deemed responsive to this RFP, Proponents must complete in detail, all Proposal Forms listed in Schedule D of this RFP.
Contracting Requirements

YHM will enter into the Contract Documents in Schedule D hereto with the successful Proponent. Each Proponent must state specifically in its Proposal any exceptions to the terms and conditions of each Contract Documents, and any proposed additional terms or conditions thereto deemed important by the Proponent. YHM will take any such exceptions and proposed additions into account during the evaluation process. Any terms and conditions that the Proponent does not specifically object to will be incorporated into the Contract Documents. Notwithstanding the foregoing, YHM reserves the right to change the proposed contractual terms and conditions prior to or during contract negotiations if it is in YHM’s best interest to do so.

The terms and conditions set forth in the Contract Documents are not all inclusive. YHM will propose additional terms and conditions based on the responses to this RFP and YHM’s analysis of the successful Proponent’s Proposal.

Project Description

Please refer to Schedule C Project Description (PDR) for the complete description of the project.

Construction budget: A Class 5 estimate of the Project for the purpose of an order of magnitude analysis will be provided to the Successful Proponent. The project construction budget (direct costs) is $9,500,000.00.

Project Milestone Schedule: Schedule C also provides an indicative schedule for the developments of each of the phases of the Project. The two key milestones for the construction of the Project are Mobilization and Substantial Completion and Occupancy.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td>6/27/2014</td>
</tr>
<tr>
<td>Substantial Completion and Occupancy</td>
<td>5/15/2015</td>
</tr>
</tbody>
</table>
Miscellaneous

Governing Law
This RFP will be governed exclusively by and construed and enforced in accordance with the laws of
the Province of Ontario and of Canada as applicable. The Proponent agrees to attorn to the exclusive
jurisdiction of the courts of the Province of Ontario in the event of any dispute concerning this RFP or
any matters arising out of this RFP.

Confidentiality
All documents and information that YHM provides to the Proponent, its directors, officers,
employees, contractors, representatives and agents in connection with the Proponent’s participation
in this RFP process, including without limitation the RFP Documents, all documents and information
provided in the data room, if applicable, and all written or oral communication between YHM and
the Proponent, is proprietary and confidential. These documents and information are provided for
the sole purpose of assisting the Proponent in the preparation of a proposal to the YHM, and the
Proponent may not copy, use or disclose it for any other purpose whatsoever.

Good Faith
Each Proponent is required to deal with YHM in utmost good faith both with respect to the
submission of its Proposal and with respect to the performance of any Contract awarded by YHM
upon acceptance of the Proposal. A Proponent shall not discuss or communicate, directly or
indirectly, with any other Proponent or their agent or representative about the preparation of
Proposals.

Time is of the Essence
Time will be of the essence in this RFP. It is the sole responsibility of each Proponent to ensure that
its Proposal is delivered to the correct address no later than closing date and time of the Request for
Proposals.

[End of RFP Instructions]
Schedule A: Request for Proposals Acknowledgement

Please return this form by 5:00 pm, Eastern Time, February 27, 2014, to Bob Burlakoff, email address, rburlakoff@flyhamilton.ca.
This form acknowledges receipt of the above noted RFP document.

☐ Yes we will be submitting a proposal for the above-noted RFP

Authorized Signature: ________________________________
Printed Name: ______________________________________
Company Name: ______________________________________
Authorized Contact: _________________________________
Title/Position: _______________________________________
Company Address: ___________________________________
Phone Number: ______________________________________
E-Mail: ____________________________________________
**Schedule B: Scope of Services**

The Consultant is to define in a clear, accurate and thorough way, all the Works, more particularly described in the Schedule C: Project Description (PDR) to be carried out, supported by the necessary information so that they may be executed by competent technical personnel who have not been involved in the Project conception.

Basic services consist of design and engineering services and any other services necessary to allow a competent contractor to reasonably and efficiently construct the Project from drawings and specifications issued by the Consultant. Services include civil, structural, architectural, geotechnical, specialty, electrical/electronic, mechanical, environmental engineering services, and cost estimation, construction contract administration as well as other services required within the Scope of Services relative to the Project, all as more fully defined in the following sections. The Consultant shall be fully responsible for managing and coordinating the services of all sub-consultants for which the Consultant is responsible, as well as those directly engaged by the Client and providing information for the use of the Consultant.

The Detailed Design shall be submitted in several submissions to allow for Client review. Final version will take into account any comments that may be made by YHM and relevant statutory authorities and shall be complete and in sufficient detail that construction can be carried out without the need for any further designs, specifications or construction drawings.

The Detailed Design will thoroughly define every aspect: description of works, graphic representation, technical specifications, calculations, regulations, design standards, environment, health and safety, bill of quantities, budget and time (construction schedule).

### 1.0 General Considerations

The Detailed Design shall comprise the following documents: a report, report annexes, drawings, technical requirements and specifications, construction schedule and budget.

The Detailed design shall meet the following requirements: a report, a report annexes, drawings, technical requirements and specifications, construction schedule and budget. All information generated during the course and as part of the Work is owned by YHM.

The detailed design shall meet the following requirements:

- **a)** To be in accordance with the scope specified in Schedule C: Project Description (PDR) and with the budget specified in the RFP documents.
- **b)** To contain thorough and sound information about the affected services by the construction works, including diversions and replacements.
- **c)** To contain thorough and sound information about the steps to be taken to maintain airport operations.
- **d)** To comply with International and national regulations in force as stated in Schedule C: Project Description (PDR) and other applicable.
e) To include the comments received from the relevant statutory authorities before and after the provisional acceptance of the works, for which as many meetings as necessary may be called.

f) To include official copies, if required by the YHM Project Manager, of those documents which are mandatory to be submitted to relevant statutory authorities to obtain building permits and licenses, as well as the correspondence involved.

The Detailed design shall develop all the specifications and contents described herein. It must include the necessary modifications to ensure that the mentioned works are comprehensive enough and deliverable for use.

Once the Project has been drawn up, and before having officially been accepted by YHM, the Consultant shall request of the relevant statutory authorities as many approvals as required for compliance with statutory obligations. The Consultant will be obliged introduce as many notes and modifications as needed, even if these modifications are not a consequence of errors made during the drawing up of the project. These modifications will not result in additional payments to the Consultant.

The Client is working under the assumption that the Project will be procured as a Construction Management at Risk. Subsequent to award of the contract, the Consultant will provide the necessary certified drawings and contract documentation for execution by the Contractor. The Consultant will work with the Client and Contractor during the design stages to identify all contract packages that will maintain or enhance the construction schedule and maintain the project cost within budget.

2.0 Detailed design
The detailed design Services that the Consultant shall be required to perform and which are included in the design fee shall include but not be limited to the following:

- All lump sum prices for the components of Services shall include disbursements.
- Design to code requirements as outlined in Schedule C: Project Description (PDR) and other applicable codes and regulations
- Design work to meet requirements of the PDR construction schedule.
- Coordinate with all requirements of YHM’s permit process. Provide Letters of Assurance and post-construction compliance requirements.
- Consultant will be required to complete "Letters of Assurance", and shall serve as coordinating registered professional. Consultant shall make diligent efforts to coordinate with the relevant disciplines to obtain the Letter of Assurance.
- Preparation of detailed specifications and CADD drawings for tender and contract packages as determined by the Client or YHM Project Manager including CADD as-built drawings, specifications and O & M manuals.
- Coordinate with stakeholders, including Transport Canada, NAV Canada, City of Hamilton and YHM, and obtain sign-offs from these stakeholders at various design stages.
- Design coordination for regulatory agencies and government bodies.
• Consultant is to outline the requirements of quality control program that contractor will be responsible for.
• Develop consultant quality assurance program to complement contractor’s quality control program.
• All design work to be done in head office. The Client shall not be invoiced for Consultant fixing Consultant's drawing errors.
• All accounting work to be done in head office.
• Review and approval of shop drawings.
• Perform complete design of all works, use performance specifications only after receiving written approval from the Client or the YHM Project Manager.
• Coordinate design to include construction staging and phasing of the work to minimize disruption to airport operations. Items may include but not be limited to:
  o Schedule constraints, hours of work, site access and security requirements
• Design layout
• Provide survey services when necessary to complete design.
• Consultant will be responsible to thoroughly check and review all drawings including those of sub-consultants at each stage of design completion and particularly before tender. Consultant shall provide details of internal quality control procedures to avoid drawing errors.
• Perform code analysis and equivalencies.
• Provide detailed drawing production schedule and design schedule by discipline.
• Submit a schematic design (25% detailed design stage) to the Client or YHM Project Manager for review.
• Submit drawings and specifications to the Client or YHM Project Manager for review at 50% detailed design stage, 75% detailed design stage, 90% detailed design stage and 100% detailed design stage (tender documents) and Certified for Construction drawings. Budget estimates to be provided for each stage of design and Tender set issues.
• Give presentations at briefing meetings and answer technical questions.
• Interact with Construction Manager in order to ensure constructability and a project costs within budget
• Prepare and deliver Certified for Construction (CFC) contract documents, requirements, drawings and specifications reflecting changes resulting from interaction with Contract Manager.
• Provide a complete design prior to award of any and all contracts. Incomplete design elements shall not be transferred to the field for correction.
• Provide monthly reports complete with fees and disbursement costs to date and monthly Project updates.
• Make presentations to the Client, and the YHM Project Manager. Two presentations are provided for in Consultant's Proposal.
• Provide the necessary certified drawings and contract documentation for execution by the contractors.
• Chair weekly site construction meetings and produce minutes for distribution.
• Review the contractors' drawings and shop drawings as required.
• Provide other responsibilities appropriate to the designation of "Consultant" contained in the General Conditions of Contract and all applicable clauses.
• Obtain design approvals from the Client, Transport Canada and NAV Canada as required.
• Abide by the Client's Construction Safety/Security Manual.
• Review as-built drawings, survey and monitoring points, and incorporate into the design.
• Ensure that a complete set of as-built drawings and specifications are submitted from contractors doing the work designed by the Consultant. Within six weeks following completion of construction of each design tender package, the Consultant shall review the submission, ask contractors to revise the material and then submit the whole package to the Client or the YHM Project Manager.
• Value management reviews must be carried on throughout the design process in full consultation with the Client or the YHM Project Manager. This shall include materials and equipment selection and design, and constructability reviews. Records must be kept as to the impact of these reviews. The Consultant shall act in a bona fide way to amend design, working drawings, and specifications in full consideration of the intent of the value management function.
• Prepare a preliminary Plan of Construction Operations (PCO) that will emphasize on safety and will explain the proposed measures to minimize the impact on airport operations during construction. The Client will provide this document to the Contractor for its update.

3.0 General-Cost
• Provide construction cost estimate at the following stages of design completion: schematic design, 50%, 75%, 90% and 100%.
• Preparation of Contemplated Change Orders (CCOs) for issue to the Client for approval prior to issue to contractor.
• Re-design the project or elements and aspects of the Project, at no additional cost to the Client during design development or during construction, to ensure the construction and Project budget is not exceeded. This shall include a list of predetermined items that can be removed or changed if the construction and or Project budget is exceeded.

4.0 Field Inspection Services
• The field services will be for day to day field coordination issues on Site: schedule, cost, resolution of interferences, responding to inquiries, inspection, contract administration and the normal routine of managing construction contracts. Scope of services and fee shall be the appropriate amount of inspection required to ensure the work has been completed in conformance with the contract documents and to sign the letters of compliance. The field service is not to be used as a design office; all design work shall be handled by the design office. Personnel in the field office will be expected to perform inspection duties and carry out contract administration duties.
• The Client or the YHM Project Manager reserves the right to utilize the most qualified candidate for field positions, this could entail using: Consultant's staff, the Client's staff or outside hires to perform the work. The Consultant's head office staff (and sub-consultants) shall periodically visit the Site in order to meet their professional obligations to ensure compliance with code, design and regulatory bodies. The field services proposal shall include
both base full time and part-time staff in the lump sum price to provide the services described in this document to the appropriate level to guarantee the adequate inspection of works and supervision. The Consultant and the Client or the YHM Project Manager must be informed on the nature of the visits and must be informed in advance of any potential additional costs associated; these potential additional costs must be approved in advance and in writing by the Client of the YHM Project Manager. For example, if the visit is due to design changes requested by the Client (Client’s cost). The Client will not compensate the Consultant for re-design costs due to errors on the drawings or in the specifications. Lump sum fees for field inspection services to reflect the work required by the Consultant until Total Completion is achieved, based on schedule approved by the Client to the Contractor.

- The Field Services that the Consultant is required to perform by way of this Agreement and included in the field services fee include but are not limited to the following:
  - Provide quality assurance testing to verify the Contractor’s testing program.
  - Provide daily field reports and monthly Project updates.
  - Attend regular weekly meetings with the Client or the YHM Project Manager and Contractor (and attended by the Consultant and sub-consultants) with minutes recorded and distributed by the Consultant.
  - Field design issues and sketches, preparation of Field Work Orders, Contemplated Change Orders, Change Orders, and Field Memos or clarifications as required preventing delay in construction of the Work providing immediate notification to the Client or the YHM Project Manager.
  - Meetings with contractors, weekly and as required.
  - Staff to attend site orientation and safety meetings.
  - Review and certify the Contractor’s progress claims.
  - Review of Contractor’s claims for changes in the Work.
  - Verify that construction is proceeding in conformance with basic design intent, all applicable codes and authorities having jurisdiction.
  - Verify Contractor’s deficiency list and generate deficiency lists complete with values and scheduled completion dates, and monitor progress.
  - Assist and coordinate with commissioning and training.
  - Carry out the necessary inspections and ultimately certify Substantial Performance of the Work and Total Performance of the Work when achieved.
  - Perform other responsibilities appropriate to the designation of "Consultant" contained in the General Conditions of Contract and all applicable clauses.
  - Review, approve and submit to the Client or YHM Project Manager all contractor documentation, including CADD as-built drawings, specifications and Operating & Maintenance (O&M) manuals submitted by contractors to the Consultant.
  - Certify that the Work has been built in accordance with the basic design intent.
  - Consultant is to prepare minutes of meeting for all meetings during design phases and field inspection services.
  - Certify that the Work has met all applicable codes and requirements of authorities having jurisdiction.
  - Assist contractors with preparation of turnover packages complete with all back-up materials.
  - Assist contractors with commissioning and start-up of all systems.
o Assist Client or the YHM Project Manager with any issue arising from warranty/guarantee/compliance by Contractors, vendors or persons associated with Work Product designed by the Consultant.

- Monitor weekly construction progress versus the schedule and notify immediately to Client or YHM Project Manager of any issues or potential delays caused by the performance of the contractor or for any other reason.

- Provide final copy of the specifications on disk.

5.0 Schedule

- Having regard to the importance to the Client and the YHM Project Manager of maintaining its schedule for the Project and the detriment which may be incurred by the Client if such schedule is not maintained, Consultant agrees to commence, perform and complete the Services in accordance with the commencement and scheduled completion dates set forth in Schedule C Project Description PDR of the RFP instructions to the Proponents.

- The consultant is to work with the Client or the YHM Project Manager to develop a construction and Project milestone schedule for construction contracts. The construction schedule prepared and submitted by the Consultant will not be considered a limitation to the services offered by the consultant. Lump sum fees for field inspection services to reflect the work required by the Consultant until Total Completion is achieved based on schedule approved by the Client to the Contractor.
Schedule C: Project Description (PDR)

Under separate cover.
Schedule D: Proposal Forms

Under separate cover.
Schedule E: Form of Contract

Under separate cover.