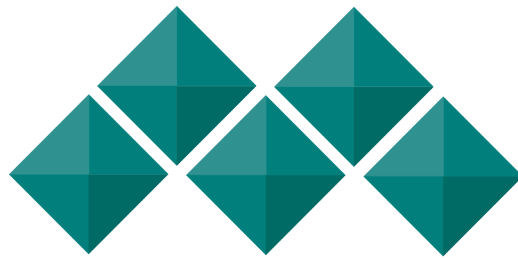


MUNICIPAL ASSESSMENT AGENCY



REQUEST FOR PROPOSALS
Eastern Regional Office Renovation
Construction Management and Delivery
REFERENCE #MAA-12112023

December 11, 2023

Municipal Assessment Agency
Request For Proposals – Eastern Regional Office Renovation #MAA-12112023

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1. INSTRUCTIONS TO BIDDERS

1.1 Interpretation

- This document shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and the laws of Canada.
- Where the contractor consists of more than one person, the obligations of the contractor shall be joint and several.
- If any provision of this contract is void, illegal, invalid or unenforceable, it shall be severable from the contract and shall not invalidate or impair the remaining provisions of the contract.
- The contractor is acknowledged to be an independent contractor and neither the contractor, nor any officer, servant nor agent of the contractor is deemed to be an employee of the Municipal Assessment Agency or the Government of Newfoundland and Labrador.
- The contract constitutes the entire agreement between the Municipal Assessment Agency (the Agency) and the contractor. There are no other agreements of any kind other than those contained within the contract.

1.2 Open Call for Bids

- Bids must be received on or before the exact closing time and date indicated in the advertisement. BIDS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED OR OPENED.
- Site visits are required. No subsequent allowance under the contract documents will be considered for any bidder who had failed to become familiar with all aspects of the work.
- By submitting a bid, a bidder represents to the Agency that the bidder has made such examination and is satisfied as to the conditions that will be encountered in performing the work and as to the requirements described in the Open Call for Bids.
- Neither the Agency nor any of its employees, elected and /or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this tender process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim;

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- And the bidder waives any right to or claim for any compensation of any kind whatsoever including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the Agency's decision not to accept the bid submitted by the bidder, to enter into an agreement with any other bidder or to cancel this bidding process and the bidder shall be deemed to have agreed to waive such right or claim.
- Bidders shall identify any information in the bid that may qualify for an exemption from disclosure under subsection 39(1) of the **Access to Information and Protection of Privacy Act, 2015**.
- This procurement is subject to trade agreements, such as the Canada Free Trade Agreement and the Canada European Union Comprehensive & Economic Trade Agreement, where applicable.

1.3 Contract Documents

- Notices of Open Calls for Bids will be posted on the Government of Newfoundland and Labrador's online procurement service provider website www.MERX.com.
- The contract documents that form part of the Open Call for Bids consist of the Instructions to Bidders, Electronic Bid Form, Agreement, General Conditions, Supplementary General Conditions, Specifications, and any Amendments to the Contract Documents issued during the bid period.
- Every interpretation of, or addition to, the contract documents to be considered a valid part of the contract documents will be issued in the form of a written amendments.
- No amendments will be issued less than five (5) days prior to the closing date of the Open Call for Bids. Bidders are responsible for ensuring they have received all Open Call for Bids Amendments and are advised to check the Government of Newfoundland and Labrador's online procurement service provider website for Open Call for Bids Amendments before submitting their bids.

1.4 Enquiries

- A bidder is solely responsible for obtaining all information that may be necessary in order to understand the requirements of the Open Call for Bids and to submit a bid in accordance with the terms and conditions of the Open Call for Bids.

- If a bidder finds errors, discrepancies or omissions in the Open Call for Bids, the Bidder should notify the Contract Administrator of the error, discrepancy or omission as soon as possible.
- If a bidder is unsure of the meaning or intent of any provision in the Open Call for Bid, the bidder should request clarification from the Contract Administrator.
- All enquiries related to the Open Call for Bids must be directed, in writing, to the Contract Administrator identified in the Open Call for Bids. Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction or modification to the Open Call for Bids will be provided by an Amendment.
- Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction or modification to the Open Call for Bids, will be provided by the Contract Administrator only to the Bidder that made the enquiry.
- A bidder is not entitled to rely on any response or interpretation received pursuant to an enquiry unless that response or interpretation is provided in writing by the Contract Administrator or by an Amendment to the Open Call for Bids.
- If a bidder has sent an enquiry and has not received any acknowledgement of its enquiry, the bidder should follow up with the Contract Administrator.
- Enquiries received within 48 hours of the submission deadline may not receive a response from the Contract Administrator.

2. BID PROCEDURES

- Bids must be submitted before the submission deadline.
- Bids received by the Agency after the submission deadline, or by an unacceptable submission method, will be rejected.
- The Agency may extend the submission deadline by issuing an Amendment to the Open Call for Bids at any time before the submission deadline.
- Bids must be received by mail, in person or email to the Contract Administrator before the submission deadline. The bid shall be the total bid amount, exclusive of HST. HST will be added to the contract price.

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- Costs associated with unit price work will vary depending upon the quantities authorized by the owner during the course of construction and the final contract amount will be adjusted accordingly, upwards or downwards, based upon the quoted unit rate, within the limits of the Public Procurement Act.
- If the Agency request more information about a bidder's legal name or status, address or contact information, the bidder must provide the Agency with such information within three (3) calendar days of the request. Failure to provide with the requested information within such time period may result in that bidder's bid being rejected.
- It is solely the bidder's responsibility to ensure that its bid is prepared correctly.
- It is solely the bidder's responsibility to ensure that its bid and any bid change or bid withdrawal is received prior to the submission deadline.

3. DEFINITIONS

3.1 Amendment

Modifications to the open call for bids documents identifying any required addition, deletions, clarifications or corrections.

3.2 Contract Documents

The contract documents consist of this document, including all amendments thereto incorporated before their execution and subsequent amendments thereto made pursuant to the provisions of the contract or agreed upon between the parties. The successful bidder's bid, and any amendments to the specification issued during the bidding period shall also form part of the contract documents.

3.3 Contractor

The contractor means the person, firm or corporation identified as such in the Agreement. The term contractor means the contractor or the contractor's authorized representative as designated by the contractor to the owner in writing.

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3.4 Materials and Equipment

The term materials and equipment means all materials, machinery, equipment and fixtures forming the completed work as required by the contract documents but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work and normally referred to as construction machinery and equipment.

3.5 Other Contractor

The term other contractor means any person, firm or corporation employed by or having a separate contract directly or indirectly with the owner for work other than that required by the contract documents.

3.6 Owner

The owner is the person or entity identified as such in the Agreement. The term owner means the owner or the owner's authorized representatives as designated by the owner to the contractor in writing.

The owner's representative for the purposes of administering this construction contract shall be the designated representative of the Agency.

3.7 Products

The term products means all material, machinery, equipment and fixtures forming the completed work as required by the contract documents but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work and normally referred to as construction machinery and equipment.

3.8 Project

The project is the total construction of which the work performed under the contract documents may be the whole or a part.

3.9 Subcontractor

A subcontractor is a person, firm or corporation having a direct contract with the contractor to perform a part or parts of the work included in the contract, or to supply products worked to a special design according to the contract documents, but does not include one who merely supplies products not so worked.

3.10 Total Performance

Total performance shall mean when the work has been performed to the requirements of the contract documents and is so certified by the owner.

3.11 Work

Work includes the whole of the works, materials, matters and things required to be done, furnished and performed by the contractor under the contract.

4. ADDITIONAL INSTRUCTIONS AND SCHEDULE OF WORK

- During the progress of the work the owner may furnish to the contractor such additional instructions as may be necessary to supplement the contract documents. All such instructions shall be consistent with the intent of the contract documents.
- Additional instructions may include minor changes to the work which affect neither contract price nor the contract time.
- Additional instructions may be in the form of drawings, samples, models or written instructions.
- Additional instructions will be issued by the owner with reasonable promptness and in accordance with any schedule agreed upon.
- The contractor shall, within thirty (30) days of the signing of this contract provide the owner with a schedule of work.

4.1 Documents Provided

- The contractor will be provided, without charge, a copy of contract documents or parts thereof, in electronic format, as are reasonably necessary for the performance of the work.

4.2 Documents on the Site

- The contractor shall keep one copy of all current contract documents and shop drawings on the site, in good order and available to the owner and/or their representatives. This requirement shall not be deemed to include the executed contract documents.

4.3 Owner Decisions

- The owner, in the first instance, shall decide on questions arising under contract documents and interpret the requirements therein. Such decisions shall be given in writing.
- The contractor shall notify the owner in writing within five (5) days of receipt of a decision of the owner should the contractor hold that a decision by the owner is in error and/or at variance with the contract documents. Unless the contractor fulfills this requirement subsequent claims by the contractor for extra compensation, arising out of the decision, will not be accepted.
- If the question of error and/or variance is not resolved immediately, and the owner decides that the disputed work shall be carried out, the contractor shall act according to the owner's written decision.
- Any question of change in contract price and/or extension of contract time due to such error and/ or variance shall be decided as provided in section - Settlement of Disputes and Claims.

4.4 Project Delay

- If it can be clearly shown that the contractor is delayed in the performance of the work by any act or fault of the owner or other contractor, then the contract time shall be extended for such reasonable time as the owner may decide in consultation with the contractor.
- If the contractor is delayed in the performance of the work by a Stop Work Order issued by any court or other public authority, and providing that such order was not issued as the result of any act or fault of the contractor or of any one employed by the contractor directly or indirectly, then the contract time shall be extended for such reasonable time as the owner may decide, in consultation with the contractor, and the contractor shall be reimbursed for any on-site costs incurred by the contractor as the result of such delay.
- If the contractor is delayed in the performance of the work by civil disorders, labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized Contractor's Association, of which the contractor is a member) fire, unusual delay by common carriers or unavoidable casualties or, without limit to any of the foregoing, by any cause of any kind whatsoever beyond the contractor's control, then the contract time

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shall be extended for such reasonable time as may be decided by the owner, in consultation with the contractor, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension of time be agreed to by the contractor.

- No extension shall be made for delay unless written notice of claim is given to the owner within fourteen (14) days of its commencement, providing that in the case of a continuing cause of delay only one notice shall be necessary.

4.5 Owner's Right to Stop Work or Terminate Contract

- If the contractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of the contractor's insolvency, the owner may, without prejudice to any other right or remedy the owner may have, by giving the contractor written notice, terminate the contract.
- The owner may notify the contractor in writing that the contractor is in default of the contractor's contractual obligations, if the contractor.
 - a) fails to proceed regularly and diligently with the work; or
 - b) without reasonable cause wholly suspends the carrying out of the work before the completion thereof, or
 - c) refuses or fails to supply sufficient properly skilled workers or proper workmanship, products or construction machinery and equipment for the scheduled performance of the Work within five (5) working days of receiving written notice from the owner, except in those cases provided in the delay provisions; or
 - d) fails to make payments due to the contractor's subcontractors, suppliers or workers; or
 - e) persistently disregards laws or ordinances, or the owner's instructions; or
 - f) otherwise violates the provisions of the contract to a substantial degree.
- Such written notice by the owner shall instruct the contractor to correct the default within five (5) working days from the receipt of the written notice.

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- If the correction of the default cannot be completed within the five (5) working days specified, the contractor shall be considered to be in compliance with the owner's instructions if the contractor:
 - a) commences the correction of the default within the specified time,
 - b) provides the owner with an acceptance schedule for such correction, and
 - c) completes the correction in accordance with such schedule.
- If the contractor fails to correct the default within the time specified or subsequently agreed upon, the owner may, without prejudice to any other right or remedy the owner may have, stop the work or terminate the contract.
- If the owner terminates the contract under the conditions set out above, the owner is entitled to:
 - a) take possession of the premises and products and utilize the temporary buildings, plants, tools, construction machinery and equipment, goods, materials, intended for, delivered to and placed on or adjacent to the work and may complete the work by whatever method the owner may deem expedient but without undue delay or expense;
 - b) withhold any further payments to the contractor until the work is finished.
 - c) upon total performance of the work, charge the contractor the amount by which the full cost of finishing the work including compensation to the owner for the owner's additional services and a reasonable allowance to cover the cost of any corrections; or if such cost of finishing the work is less than the unpaid balance of the contract price, pay the contractor the difference.

4.6 Contractor's Right to Stop Work or Terminate Contract

- If the Owner should be adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the owner's insolvency, the contractor may, without prejudices to any other right or remedy the contractor may have, by giving the owner written notice, terminate the contract.

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- If the work should be stopped or otherwise delayed for a period of thirty days or more under an order of any court, or other public authority, and providing that such order was not issued as the result of any act or fault of the contractor or of any one directly or indirectly employed by the contractor, the contractor may, without prejudice to any other right or remedy the contractor may have, by giving the owner fifteen (15) days written notice, terminate the contract.
- The contractor may notify the owner in writing that the owner is in default of the owner's contractual obligations if:
 - a) The owner fails to issue a certificate in accordance with Certificates and Payments;
 - b) The owner fails to pay to the contractor when due any amount certified by the owner and verified by the audit of the owner.
- Such written notice shall advise the owner that if such default is not corrected within fifteen (15) days from the receipt of the written notice the contractor may, without prejudice to any other right or remedy the contractor may have, stop the work and/ or terminate the contract.
- If the contractor terminates the contract under the conditions set out above, the contractor shall be entitled to be paid for all work performed and for any loss sustained upon products and plant supplied with reasonable overhead, profit and damages.

4.7 Subcontractors

- The contractor agrees to preserve and protect the rights of the owner under the contract with respect to any work to be performed under subcontract. The contractor shall:
 - a) require the contractor's subcontractors to perform their work in accordance with and subject to the terms and conditions of the contract documents, and
 - b) be fully responsible to the owner for acts and omissions of the contractor's subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the contractor.
- The contractor therefore agrees that the contractor will incorporate all the terms and conditions of the contract documents into all subcontract agreements the contractor enters into with the contractor's subcontractors.

- The contractor shall employ those subcontractors proposed by the contractor in writing and accepted by the owner prior to the signing of the contract for such portions of the work as may be designated in the bidding requirements.
- The owner may, for reasonable cause, object to the use of a proposed subcontractor and require the contractor to employ one of the other subcontractor bidders.
- In the event that the owner requires a change from any proposed subcontractor the contract price shall be adjusted by the difference in cost occasioned by such required change.
- The Contractor shall not be required to employ as a subcontractor any person or firm to whom the contractor may reasonably object.
- Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the owner.

4.8 Emergencies

- The owner has authority in an emergency to stop the progress of the work whenever in the owner's opinion such stoppage maybe necessary to ensure the safety of life, or the work, or neighbouring property. This includes authority to make changes in the work, and to order, assess and award the cost of such work, extra to the contract or otherwise, as may in the owner's opinion be necessary. The owner shall, within two (2) working days, confirm in writing any such instructions. In such a case if work has been performed under direct order of the owner, the contractor shall keep the contractor's right to claim the value of such work.
- Should the work be stopped by civil pickets, or other disorder, neither the owner nor the contractor shall have claim for change in the price of the contract.

4.9 Settlement of Disputes and Claims

- In the case of any dispute or claim arising between the owner and the contractor as to their respective rights and obligations under the contract, either party hereto may give the other written notification of such dispute or claim. The notification of dispute or claim shall be made within fourteen (14) days of the dispute or cause of action arising. If the dispute or claim cannot be resolved to the satisfaction of

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both parties, either party may refer the matter to such judicial tribunal as the circumstances require.

- Legal proceedings shall not take place until after the performance or the substantial performance of the disputed work except:
 - a) when the dispute concerns a certificate for payment.
 - b) where either party can show that the matter in dispute requires immediate consideration while evidence is available.
 - c) in the case of legal proceedings, where the action may become prescribed by reason of delay.

4.10 Indemnification

- The contractor shall be liable for, and shall indemnify and hold harmless the owner against all claims, demands, losses, costs, damages, actions, suits or proceedings, whatsoever arising under any statute or Common Law:
 - a) in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the work; and
 - b) in respect of any injury or damage whatsoever to any property, real or personal or any chattel real, insofar as such injury or damage arises out of or in the course of or by reason of the carrying out of the work.
- The contractor shall not be liable under if the injury, death, loss or damage is due to any act or neglect of the owner.

4.11 Changes in the Work

- The owner may make changes by altering, adding to, or deducting from the work, with the contract price and the contract time being adjusted accordingly.
- No change shall be made without a written order from the owner and no claim for an addition or deduction to the contract price or change in the contract time shall be valid unless so ordered.

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- The value of any change shall be determined in one or more of the following methods:
 - a) by unit prices subsequently agreed upon
 - b) by estimate and acceptance in a lump sum
 - c) by cost and a fixed or percentage fee.
- Unit prices used in the contract documents shall be used in determining the value of the change. If any unit price is not provided in the contract for the work, a unit price shall be subsequently agreed upon or an alternate method of determining the value of the work shall be used.
- The contractor shall submit an itemized estimate for all materials and labour to complete the extra work.
- The contractor shall submit detailed invoices, vouchers and time sheets for all materials and labour to complete the extra work.
- When a change in the work is proposed or required the contractor shall present to the owner for approval the contractor's claim for any change in the contract price and/or change in the contract time. The owner shall be satisfied as to the correctness of such claim and, when approved shall issue a written order to the contractor to proceed with the change. The value of work performed in the change shall be included for payment with the regular certificate for payment.
- In the case of a dispute in the valuation of a change authorized in the work pending final determination of such value, the owner shall certify the value of work performed and include the amount with the regular certificates for payment.
- It is intended in all matters referred to above that both the owner and contractor shall act promptly.

4.12 Application for Payment

- Application for payment shall be made monthly on a date to be agreed between the owner and the contractor and the amount claimed shall be for the value, proportionate to the amount of the contract, of work performed and products delivered to the site at that date.
- The owner shall within twenty-one (21) days of the issuance of a certificate for payment by the owner, make payment to the contractor

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- minus any holdbacks, in accordance with the provisions of the Agreement.
- If payment is not made by the owner within sixty (60) days of issuance of a certificate for payment, the owner will be liable for interest on the amount owing at the rate of 2% per annum from the sixty-first (61st) day to the date of payment.
- The owner shall, within ten (10) days of receipt of an application from the contractor for a certificate of substantial performance, make an inspection and assessment of the work to verify the validity of the application. The owner shall within seven (7) days of owner's inspection notify the contractor of the owner's approval or disapproval of the application. When the owner finds the work to be substantially performed the owner shall issue such a certificate. The date of this certificate shall be the date of substantial performance of the contract.
- Following the issuance of the certificate of substantial performance and upon receipt from the contractor of all documentation called for in the contract documents the owner shall issue a certificate for payment.
- The owner shall, within ten (10) days of receipt of an application from the contractor for payment upon total performance of the contract, make an inspection and assessment of the work to verify the validity of the application. The owner shall within seven (7) days of the owner's inspection notify the contractor of the owner's approval or disapproval of the application. When the owner finds the work to be totally performed to the owner's satisfaction the owner shall issue a certificate of total performance and certify for payment the remaining monies due to the contractor under the contract. The date of this certificate shall be the date of total performance of the contract. The owner shall, within thirty (30) days of issuance of such certificate, make payment to the contractor.
- The issuance of the certificate of total performance shall constitute a waiver of all claims by the owner against the contractor except those previously made in writing and still unsettled, if any, and those arising from the provisions of warranty, or those arising from negligence on the part of the contractor.
- The acceptance of the certificate of total performance or of the payment due thereunder shall constitute a waiver of all claims by the contractor against the owner except those made in writing prior to the contractor's application for payment upon total performance of the contract and still unsettled, if any.

4.13 Taxes and Duties

- The contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the contract.
- Contractors are advised that the Agency is not exempt from the Harmonized Sale Tax (HST). The owner will pay the HST to the contractor with each regular progress billing.
- Any increase or decrease in costs to the contractor due to changes in such taxes and duties after the date of the Agreement and up to the agreed date of completion shall increase or decrease the contract price accordingly. The contractor is to co-operate with the owner and permit access to books and records in order to establish the amount of such taxes involved if required.
- The contractor shall maintain full records of the contractor's estimates of and actual cost to the contractor of the work together with all proper open call for bids, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, shall make them available to audit and inspection by the owner, the Auditor General for Newfoundland and Labrador or by persons acting on their behalf, shall allow them to make copies thereof and to take extracts therefrom, and shall furnish them with any information which they may require from time to time in connection with such records, if required.

4.14 Laws, Notices, Permits and Fees

- The laws of the place of building shall govern the work.
- The contractor shall obtain all permits, licenses and certificates and pay all fees required for the performance of the work which are in force at the date of the open call for bids submission (but this shall not include the obtaining of permanent easements or rights of servitude).
- The contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, codes and order of all authorities having jurisdiction relating to the work, to the preservation of the public health and construction safety which are or become in force during the performance of the work.
- The contractor shall not be responsible for verifying that the contract documents are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the work. If the contract documents are at variance therewith, or changes which require modification to the contract documents are made to any of the laws, ordinances, rules, regulations and codes by the authorities having

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jurisdiction subsequent to the date of the open call for bids submission, any resulting change in the cost shall constitute a corresponding change in the contract price. The contractor shall notify the owner in writing requesting direction immediately any such variance or change is observed by the contractor.

- If the contractor fails to notify the owner in writing and obtain the owner's direction and performs any work knowing it to be contrary to any laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction, the contractor shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages, attributable to the contractor's failure to comply with the provisions of such laws, ordinances, rules, regulations, codes and orders.
- The Contractor is not required to carry the cost of a municipal permit related to performance of the work. If a municipal permit is requested, the contractor shall advise the owner of the request and where directed by the owner, shall pay for and obtain a permit related to the conduct of the work and the owner will issue a change order to allow for payment of the cost of obtaining the permit. Nothing in this clause relieves the Contractor of its obligation to make such filings and to submit such documents and notices with respect to the work on behalf of the owner as are otherwise required by the municipality. All other permits are to remain the responsibility of the contractor.

4.15 Workplace NL

- At the time of bid submission, and prior to receiving payment on substantial and total performance of the work, the contractor shall provide evidence of compliance with all requirements of the Province in the place of building with respect to worker's compensation including payments due thereunder.
- At any time during the term of contract, when requested by the owner, the contractor shall provide such evidence of compliance by the contractor and any or all of the contractor's subcontractors.
- Non-incorporated companies i.e.: partnerships, sole proprietorships, and independent operators must provide coverage for any employees and personal coverage for the principal(s).

4.16 Liability Insurance

Comprehensive General Liability Insurance

- a) Without restricting the generality of Indemnification, the contractor shall provide and maintain, either by way of a separate policy or by an endorsement to their existing policy, Commercial Liability Insurance acceptable to the owner and subject to limits set out in detail in the Certificate of Insurance inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.
- b) This insurance shall include as an additional insured His Majesty the King in Right of Newfoundland and Labrador and the occupant/operator of the property. Such insurance must have the approval of the owner and be to the limits, form and amounts specified. The contractor will not permit any subcontractor to commence work on this project until the same insurance requirements have been complied with by the subcontractor.
- c) The Comprehensive General Liability Insurance will not be limited to, but shall include coverage for:
 - 1) premises and operations liability
 - 2) products or completed operations liability
 - 3) blanket contractual liability
 - 4) broad form property damage
 - 5) cross liability
 - 6) elevator and hoist liability
 - 7) contingent employer's liability
 - 8) personal injury liability
 - 9) liability with respect to non-owned licensed vehicles
 - 10) shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunneling and grading as applicable.

4.17 Automobile Liability Insurance

- The contractor shall provide and maintain liability insurance in respect of (i) owned licensed vehicles and (ii) leased vehicles, subject to limits set out in this contract.
- Completed operations shall be maintained continuously until twelve (12) months from the date the owner issues a Certificate of Substantial Performance.
- All insurance policies shall contain an endorsement requiring notification of His Majesty and the Named Insured, in writing, thirty (30) days prior to cancellation of any policy or material change, except in the event of non-payment where policy conditions dealing with termination will apply.

4.18 Property Insurance

- The contractor shall provide and maintain property insurance, acceptable to His Majesty the King in the Right of Newfoundland and Labrador, insuring the full value of the work in the amount of the contract price and the full value as stated of products for incorporation into the work. The insurance shall include as additional insured His Majesty the King in Right of Newfoundland Labrador.
- Such coverage shall be provided for by either Broad Form Builders' Risks Policy or an Installation Floater or Piers, Wharves, and Docks Rider.
- The policies shall insure on a Broad Form basis direct loss or damage subject to any exclusions specified in the Supplementary General Condition. Such coverage shall apply to:
 - a) all products, labour, and supplies of any nature whatsoever, the property of the Insureds or of others for which the Insureds may have assumed responsibility, to be used in or pertaining to the site preparations, demolitions of existing structures, erections and/or fabrication and/or reconstruction and/or repair of the insured project, while on the site or in transit, subject to the exclusion of the property specified.
 - b) damage to work caused by earthquake or flooding.
- Such coverage shall exclude construction machinery, equipment, temporary structural and other temporary facilities, tools, and supplies used in the construction of the work and which are not expendable under the contract.
- Policies provided shall contain an endorsement requiring notification of His Majesty and the Named Insured, in writing, thirty (30) days prior to cancellation of any policy or material change of coverage except in the event of non-payment where policy conditions dealing with termination will apply.
- All such insurance shall be maintained continuously until the date the owner issues a Certificate of Substantial Performance. All such
- insurance shall provide for the owner to take occupancy of the work or any part thereof during the term of the insurance. Any increase in the cost of this insurance arising out of such occupancy shall be at the owner's expense.
- The policies shall provide that in the event of a loss, payment for damage to the work shall be made to the owner and the contractor as their respective interests may appear. The contractor shall act on

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behalf of the owner and the contractor for the purpose of adjusting the amount of such loss with the Insurers. On the determination of the extent of the loss, the contractor shall immediately proceed to restore the work and shall be entitled to receive from the owner (in addition to any sum due under the contract) the amount at which the owner's interest in the restoration work has been appraised, such amount to be paid as the work of restoration proceeds and in accordance with the owner's certificates for payment. Damage shall not affect the rights and obligations of either party under the contract except that the contractor shall be entitled to such reasonable extension of time for substantial and total performance of the work as the owner may decide.

- The contractor shall be responsible for any deductible amounts under the policies and for providing such additional insurance as may be required to protect the insureds against loss on items excluded from the policies. Contractors are also advised that the bid documents contain a certificate of insurance indicating type and limit of liability insurance required for this project. The successful bidder will be required prior to commencement of work, to have the Certificate of Insurance completed by the contractor's insurance company and delivered to the Municipal Assessment Agency not later than thirty (30) days after the award of the contract.

4.19 Protection of Work and Property

- The contractor shall protect the property immediately surrounding the project site from damage as the result of the contractor's operations under the contract.
- The contractor shall protect the work and the owner's property from damage and shall be responsible for any damage which may arise as the result of the contractor's operations under the contract except damage which occurs as the result of:
 - a) errors in the contract documents, and/or
 - b) acts or omissions by the owner, the owner's agents, employees or other contractors.
- Should any damage occur to the work and/or owner's property for which the contractor is responsible, the contractor shall make good such damage at the contractor's own expense or pay all costs incurred by others in making good such damage.

- Should any damage occur to the work and/or owner's property for which the contractor is not responsible as provided outlined under – Indemnification the contractor shall make good such damage to the Work, and, if the owner so directs to the owner's property, and the contract price and contract time shall be adjusted in accordance with section - Changes in the Work.
- The Contractor shall be completely responsible for the safety of the work as it applies to protection of the public and property and the construction of the work. All applicable codes and standards for the area and location of the work shall apply to the project.
- Any person not following the stipulated safety regulations shall be dismissed.

4.20 Damages and Mutual Responsibility

- If either party to this contract should suffer damage in any manner because of any wrongful act or neglect of the other party or anyone employed by that party then that party shall be reimbursed by the other party for such damages. The party reimbursing the other party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.
- Claims shall be made in writing to the party liable within reasonable time after the first observance of such damage and not later than the time limits stipulated in section – Application for Payment, and may be adjusted by agreement or in the manner set out in section - Settlement of Disputes and Claims.
- If the contractor has caused damage to any other contractor on the work, the contractor agrees upon due notice to settle with such other contractor by agreement or arbitration, if the other contractor will so settle. If such other contractor sues the owner on account of any damage alleged to have been so sustained, the owner shall notify the contractor and may require the contractor to defend the action at the contractor's expense. If any final order or judgment against the owner arises from the contractor shall pay or satisfy it and pay all costs incurred by the owner.
- If the contractor becomes liable to pay or satisfy any final order, judgment or award against the owner then the contractor, upon undertaking to indemnify the owner against any and all liability for costs, shall have the right to appeal in the name of the owner such final order or judgment to any and all courts of competent jurisdiction.

4.21 Warranty

- Without restricting any warranty or guarantee implied or stipulated by law the contractor shall at the contractor's own expense rectify and make good any defect or fault however caused appearing within a period of one year from the date of Substantial Performance of the Work.
- The contractor shall correct and/or pay for any damage to other work resulting from any corrections required.
- Neither the owner's final certificate nor payment thereunder shall relieve the contractor from the contractor's responsibility hereunder.
- The owner shall give the contractor written notice of observed defects promptly.
- In any case where the contractor states that they are not responsible for a defect or fault because such a defect or fault is the result from a design of the work by the owner, the onus to establish the defect or fault in the design of the work shall be on the contractor.
- The contractor shall, subject to the procedures for Settlement of Disputes contained in the section – Settlement of Disputes and Claims, abide by the direction and decisions of the owner made pursuant to the General Conditions and in particular section – Owner's Decision regarding the correction by the contractor of any defect or fault in the work discovered during the warranty period.
- The contractor shall submit a schedule, acceptable to the owner, for the completion of the warranty work in respect of the defect or fault within thirty (30) days of the owner requesting in writing such a schedule from the contractor.
- Where the contractor rectifies and makes good any defect or fault for which the contractor is responsible under this warranty, the contractor shall warrant the portion of the work that is corrected for a period equal to the original warranty period, from the date that the correction was done.

5. CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

- The contractor shall have complete control of the work except as provided in section - Emergencies. The contractor shall effectively direct and supervise the work using the contractor's best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all parts of the work under the contract.
- The contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structural and other temporary facilities and the design and execution of construction methods required in their use. The contractor shall engage and pay for registered professional engineering personnel skilled in the appropriate discipline to perform these functions where required by law or by the contract documents and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- Notwithstanding the above, or any provisions to the contrary elsewhere in the contract documents where such contract documents include designs for temporary structural and other temporary facilities and methods shall be deemed to comprise part of the overall design of the work and the contractor shall not be held responsible for that part of the design or the specified method of construction. The contractor shall, however, be responsible for the execution of such design or specified method of construction in the same manner that the contractor is responsible for the execution of the work.
- The contractor shall carefully examine the contract documents and shall promptly report to the owner any error, inconsistency or omission the contractor may discover. The contractor shall not be held liable for any damage resulting from any such errors, inconsistencies or omissions in the contract documents.

5.1 Superintendence

- The contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the work site at all times while work is being performed.
- The superintendent shall be satisfactory to the owner and shall not be changed except for good reason and only then after consultation with and agreement by the owner.

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- The superintendent shall represent the contractor at the work site. Directions given to the superintendent by the owner shall be held to have been given to the contractor. Important directions shall be confirmed to the contractor in writing, other directions will be so confirmed if requested.

5.2 Labour and Products

- Unless otherwise stipulated elsewhere in the contract documents, the contractor shall provide and pay for all labour products, tools, construction equipment and machinery, water, heat, light, power, transportation and other facilities and services necessary for the proper performance of the work.
- All products provided shall be new unless otherwise specified in the contract documents. Any products which are not specified shall be of a quality best suited to the purpose required and their use subject to the approval of the owner.
- The contractor shall at all times maintain good order and discipline among the contractor's employees engaged on the work and shall not employ on the work any unfit person nor anyone not skilled in the task assigned to that person.
- The contractor shall ensure that all employees (including owners, management and subcontracted employees) are aware that workplace violence and harassment will not be tolerated. Allegations of workplace violence and harassment perpetrated against employees of the Agency will be investigated and addressed as per the Agency's Workplace Violence and Harassment Prevention Program, and may result in correction actions aimed at individuals or the contractor. The contractor hereby agrees to be bound by the Agency's Workplace Violence and Harassment Prevention Program and shall cooperate fully in any resulting investigations and shall ensure compliance with any subsequent corrective actions.

5.3 Subsurface Conditions

- The Contractor shall promptly notify the owner in writing if, in the contractor's opinion, the subsurface conditions at the project site differ materially from those indicated in the contract documents or as may have been represented to the contractor by the owner before the time of open call for bids submission.

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- After prompt investigation, should the owner determine that conditions do differ materially, the owner shall issue appropriate instructions for changes in the work as provided for in section - Changes in the Work.

5.4 Use of Premises

- The contractor shall confine the contractor's apparatus, the storage of products and the operations of the contractor's workers to limits indicated by laws, ordinances, permits or by directions of the owner and shall not unreasonably encumber the premises with the contractor's products. The contractor shall not load or permit to be loaded any part of the work with a mass that will endanger its safety.
- The contractor shall enforce the owner's instructions regarding signs, advertisements, fires and smoking.
- Unless otherwise provided the contractor shall, at the contractor's own expense, and without extra cost to the owner, make suitable provision to accommodate all traffic either pedestrian or vehicular, over or around, the project upon which work is being performed, in a manner satisfactory to the owner.
- The contractor shall provide and maintain at the contractor's own expense such fences, barriers, signs, lights and security as may be necessary to prevent avoidable accidents to residents or to the public generally.

5.5 Cleanup and Final Cleaning of Work

- The contractor shall maintain the work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the owner, other contractors.
- When the work is totally performed, the contractor shall remove all of the contractor's surplus products, tools, construction machinery and equipment. The contractor shall also remove any waste products and debris, other than that caused by the owner, other contractors or their employees.

5.6 Inspection of Work

- The owner and the owner's authorized representatives shall have access to the work for inspection wherever it is in preparation or progress. The contractor shall co-operate to provide reasonable facilities for such access.

- If special tests, inspections or approvals are required by the contract documents, the owner's instructions or the laws or ordinances of the place of building the contractor shall give the owner timely notice requesting inspection. Inspection by the owner shall be made promptly. The contractor shall arrange inspection by other authorities and shall notify the owner of the date and time.
- If the contractor covers or permits to be covered any of the work that is subject to inspection or before any special tests and approvals are completed without the approval of the owner, the contractor shall uncover the work, have the inspection satisfactorily completed and make good the work at the contractor's own expense.
- Examination of any questioned work may be ordered by the owner. If such work be found in accordance with the contract the owner shall pay the cost of examination and replacement, together with the cost of subsequent verification testing. If such work be found not in accordance with the contract through the fault of the contractor, the contractor shall pay such cost.
- The contractor shall furnish promptly to the owner all certificates and inspection reports relating to the work.

5.7 Rejected Work

- Defective work, whether the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the contractor, and whether incorporated in the work or not, which has been rejected by the owner as failing to conform to the contract documents shall be removed promptly from the premises by the contractor and replaced and/or executed promptly in accordance with the contract documents at the contractor's expense.
- Other contractor's work destroyed or damaged by such removals or replacements shall be made good promptly at the contractor's expense.
- If in the opinion of the owner it is not expedient to correct defective work not done in accordance with the contract documents, the owner may deduct from the contract price the difference in value between the work as done and that called for by the contract, the amount of which shall be determined in the first instance by the owner.

5.8 Shop Drawings

- The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are to be provided by the contractor to illustrate details of a portion of the work.
- The contractor shall submit shop drawings to the owner for the owner's review with reasonable promptness and in orderly sequence so as to cause no delay in the work or in the work of other contractors. If either the contractor or the owner so requests they shall jointly prepare a schedule fixing the dates for submission and return of shop drawings. Shop drawings shall be submitted in electronic format (PDF) or prints as the owner may direct. At the time of submission the contractor shall notify the owner in writing of any deviations in the shop drawings from the requirements of the contract documents.
- The owner will review and return shop drawings in accordance with any schedule agreed upon, or otherwise with reasonable promptness so as to cause no delay. The owner's review shall be for conformity to the design concept and for general arrangement only and such review shall not relieve the contractor of responsibility for errors or omissions in the shop drawings or of responsibility for meeting all requirements of the contract documents unless a deviation on the shop drawings has been approved in writing by the owner.
- The contractor shall make any changes in shop drawings which the owner may require consistent with the contract documents and resubmit unless otherwise directed by the owner. When resubmitting the contractor shall notify the owner in writing of any revisions other than those requested by the owner.

5.9 Samples

- The contractor shall submit for the owner's approval such standard manufacturers' samples as the owner may reasonably require. Samples shall be labelled as to origin and intended use in the work and shall conform to the requirements of the contract documents.
- The contractor shall provide samples of special products, assemblies, or components when so specified. The cost of such samples not specified shall be authorized as an addition to the contract price as provided in section - Changes in the Work.

5.10 Labour

- In carrying out the contractor's duties under this contract, the contractor should comply with all Provincial and Federal legislation respecting labour and the employment of labour, where applicable, including the labour standards code and shall not operate in conflict with the Human Rights legislation. In the employment of labour, preference should be given to persons normally resident in Newfoundland and Labrador.
- The contractor and subcontractors shall maintain and keep available for inspection by the owner, a record of the names and addresses of all workers employed on the project.
- All Work shall be done by workers skilled in their various trades.
- There shall be no discrimination in the selection of workers for employment on the project in respect of gender, race, religious views or political affiliation.
- The contractor shall pay fair wages and shall pay rates of wages and allowances to the various classes of labour not less favourable than those prevailing in the area where the work is being performed.

5.11 Certificate of Recognition for Contracts

- The contractor shall, at the time of bid submission, submit a Letter of Good Standing stating Certificate of Recognition (COR) certified from the Newfoundland and Labrador Construction Safety Association (NLCSA), or equivalent. The Letter of Good Standing stating COR Certified must be valid at the Submission Deadline (Closing Date).
- At any time during the term of the contract, when requested by the owner, the contractor shall provide such evidence of compliance by any or all of their subcontractors.

6. ADDITIONAL PROJECT DETAILS AND REQUIREMENTS

- Coordinate use of premises under direction of owner.
- Estimated construction start date will be May 13, 2024.
- Staff will be relocated offsite during the time of the project and will not have access the building during construction.
- Coordination of work and project meeting is the responsibility of the contractor.

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- Within ten (10) working days after award of contract, request a meeting of parties in contract to discuss and resolve administrative procedures and responsibilities. Establish time and location of meetings and notify parties concerned minimum five (5) days before meeting. Monthly progress claims, administrative procedures, photographs, and holdbacks will be determine at this time.

6.1 Closeout Procedures

- Notify owner when work is considered ready for substantial performance.
- Accompany owner on preliminary inspection to determine items listed for completion or correction. Comply with owner's instructions for correction of items of Work listed in executed certificate of substantial performance.

6.2 Health & Safety Requirements

- All work to be performed in accordance with the requirements of the Newfoundland and Labrador Occupational Health and Safety Act and Regulations.
- The contractor is responsible for all work coordination at the project site, safety oversight, and must maintain full ownership and control of safety within the project area at all times.
- The contractor shall ensure co-ordination of work schedules and tasks, and communication thereof for the purpose of ensuring health and safety on the worksite.
- The owner may perform project due diligence, site visits, safety monitoring activities, make suggestions or recommendations for improvement, and/or request changes in how work is performed. Notwithstanding, the contractor has full responsibility, authority, and accountability for safely performing all work on the project site and/or under the project. Owner solely relies on the contractor to know how to safely perform all work including making appropriate decisions on owner recommendations or requests.
- At least 10 (ten) working days prior to commencing any site work: submit to owner copies of a complete Site Specific Health and Safety Plan (SSSP).
- Review and acceptance of the SSSP and other submitted documents by the owner shall only be viewed as acknowledgement that the

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contractor has submitted the required documentation under this specification section.

- Owner makes no representation and provides no warranty for the accuracy, completeness and legislative compliance of the Site Specific Health and Safety Plan and other submitted documents by this acceptance.
- Prepare a detailed Site Specific Health and Safety Plan (SSSP) that shall identify, evaluate and control job specific hazards through a detailed hazard assessment of the tendered project outlining phases of the project and hazards/controls associated with specific work, equipment, locations and tasks associated with the work conducted during each phase of the project and the necessary control measures to be implemented for managing hazards.
- The plan shall also ensure adequate policies, procedures and safe work practices are in place to manage hazards identified in the hazard assessment that cannot be addressed through engineering controls.
- The plan must include but not limited to, required personal protection equipment, procedure for identifying and resolving site hazards, inspection and storage requirements and procedures, and decontamination and disposal procedures.

6.3 Storage, Handling and Protection

- Handle and store products in manner to prevent damage, adulteration, deterioration and soiling and in accordance with manufacturer's instructions when applicable.
- Store packaged or bundled products in original and undamaged condition with manufacturer's seal and labels intact. Do not remove from packaging or bundling until required in work.
- Store and mix paints in heated and ventilated room. Remove oily rags and other combustible debris from site daily. Take every precaution necessary to prevent spontaneous combustion.
- Remove and replace damaged products at own expense and to satisfaction of owner.
- Touch-up damaged factory finished surfaces to owner's satisfaction. Use touch-up materials to match original.

6.4 Transportation

- Pay costs of transportation of products required in performance of work.

6.5 Manufacturer's Instructions

- Unless otherwise indicated in specifications, install or erect products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with products. Obtain written instructions directly from manufacturers.
- Notify owner in writing, of conflicts between specifications and manufacturer's instructions, so that owner may establish course of action.
- Improper installation or erection of products, due to failure in complying with these requirements, authorizes owner to require removal and re- installation at no increase in contract price or contract time.

6.6 Quality Of Work

- Ensure quality of work is of highest standard, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify owner if required work is such as to make it impractical to produce required results.
- Do not employ anyone unskilled in their required duties. Owner reserves right to require dismissal from site, workers deemed incompetent or careless.
- Decisions as to standard or fitness of quality of work in cases of dispute rest solely with owner, whose decision is final.

6.7 Project Cleanliness

- Maintain Work in tidy condition, free from accumulation of waste products and debris.
- Remove waste materials and debris from site at the end of each working day.
- Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- Provide on-site containers for collection of waste materials and debris.

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- Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.
- Store volatile waste in covered metal containers, and remove from premises at end of each working day.
- Provide adequate ventilation during use of volatile or noxious substances.
- Use of building ventilation systems is not permitted for this purpose.
- Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
- Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate building systems.
- Dispose of waste materials and debris at designated dumping areas off site.

6.8 Final Cleaning

- When work is substantially performed, remove surplus products, tools, construction machinery and equipment not required for performance of remaining work.
- When the work is totally performed, remove surplus products, tools, construction machinery and equipment.
- Remove waste materials from the site at regularly scheduled times or dispose of as directed by the owner.
- Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- Remove stains, spots, marks and dirt from decorative work, electrical and mechanical fixtures, furniture fitments, walls, floors and ceilings.
- Clean lighting reflectors, lenses, and other lighting surfaces.
- Vacuum clean and dust building interiors, behind grilles, louvres and screens.
- Inspect finishes, fitments and equipment and ensure specified workmanship and operation.

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6.9 Final Inspection and Declaration Procedures

- Contractor's Inspection: The contractor and all subcontractors shall conduct an inspection of work, identify deficiencies and defects; repair as required. Notify the owner in writing of satisfactory completion of the contractor's inspection and that corrections have been made.
- Owner's Inspection: Owner and the contractor will perform an inspection of the work to identify obvious defects or deficiencies. The contractor shall correct work accordingly.

7. KEY DATES AND SUBMISSION INFORMATION

The timetable for this open call for bids is as follows:

1.	Request released to bidders	December 11, 2023
2.	Pre-bid Meeting/Site Visit	December 18, 2023
2.	Bids to be received by	January 11, 2024
3.	Public Opening	January 12, 2024
4.	Short-listed bidder presentations, if necessary	January 19, 2024
5.	Notification to successful bidder:	January 24, 2024
6.	Official notification:	January 26, 2024

Main Contact:

Kelly Smith
Director, Corporate Services
Telephone: (709) 682-0398
E-mail: kellysmith@maa.ca

Should any item in these Instructions to Bidders be unclear, please contact the above for further clarification.

Pre-bid Meeting/Site Visit:

All potential bidders must attending the Pre-bid Meeting Site visit held on Monday, December 18, 2023 at 9:00am. Pre-register by emailing kellysmith@maa.ca prior to December 15, 2023. All attendees will have an opportunity to view the building (75 O'Leary Avenue, St. John's, NL) and ask questions applicable to the Request for Proposals. All window and door measurements must be completed by the bidder

Bid Submission Information:

Closing Date and Time: January 11, 2024, at 3:00 p.m. NST

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An electronic copy of all bids should be delivered to the following:

Director, Corporate Services
kellysmith@maa.ca

Hard copies (3) is acceptable and should be addressed to:

Response to Call for Bidders: Municipal Assessment Agency
Construction Management and Delivery
Director, Corporate Services
75 O'Leary Avenue
St. John's, NL A1B 2C9

Submissions will only be received by the Agency by mail, in person, or electronically no later than the closing date and time. Proposals received after this date and time will not be considered and the submission shall be returned the addressee. Faxed submissions will not be accepted.

Each submission should include all requirements as outlined within the Instructions to Bidder.

Proposal Format:

For ease of evaluation, all proponents shall respond in the manner outlined below. This format and sequence shall be followed in order to provide consistency in all responses and to ensure each proposal receives full consideration:

- a) One page letter of introduction identifying the proponent and signed by the person(s) authorized to sign on behalf of and bind the proponent to statements made in the proposal.
- b) An executive summary of the key features of the proposal – one or two pages.
- c) The body of the proposal:
 - Curriculum Vitaes (CVs) or profile, including the expertise and credentials offered by the team assigned to the proposal;
 - Service and project delivery based on cycle times, accessibility, size and location.
 - Names and examples of three clients, for whom a similar scope of work is performed to be used as references.
- Pricing for construction management, products and service delivery, and all administrative cost components of the proposal showing applicable HST separately.

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- Any additional information or supporting facts related to the proposal that may enhance or clarify your submission.

8. EVALUATION PROCESS

Emphasis will be placed on the ability to meet the requirements and demonstrated ability to provide timely and efficient services, as required. Information regarding experience and available technical expertise, in all areas, is also required.

The following criteria will be used to evaluate all potential candidates:

Criteria	Weighting
Relevant expertise and experience	40
Price	50
Overall Submission	10

Relevant Expertise and Experience:

Relevant expertise and experience requirement is to include, but not limited to:

1. History of the company
2. Evidence of the company's actual experience in providing the proposed services
3. Experience and qualifications of the staff directly and indirectly providing the services
4. Proof of appropriate insurance from a certified insurance broker

9. OWNER AND SCOPE OF WORK

Background

The Municipal Assessment Agency ("the Agency") is a professional organization meeting the property assessment and valuation needs of its clients in an effective and cost-efficient manner. As a Crown-owned corporation, it is governed by a Board of Directors.

The Agency is responsible for operating within the Assessment Act, 2006. The primary clients of the Agency are local municipalities throughout the province. The main office is located in the St. John's Eastern Regional Office; two other regional offices are located in Gander and Corner Brook, and small satellite

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offices are strategically located throughout the province. Approximately 50 staff are employed by the Agency.

Governance Structure

The Agency is governed by a ten-member Board. Eight members represent municipal interests and two are citizen representatives appointed by the provincial government. The Executive Director leads the organization at the operational level. The Minister of Municipal and Provincial Affairs is the holder of the sole common share for the Agency.

Scope of Work

The Agency's headquarters building is located at 75 O'Leary Avenue, St. John's. Originally built in the 1960's, the building requires capital improvements to improve energy efficiency and overall sustainability. This building sits on 0.4 hectares of land within a commercial zoned area of St. John's, NL.

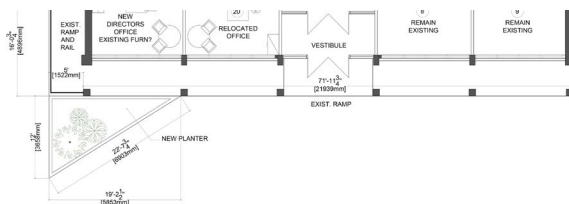


This single story building is approximately 5700 square feet. A floor plan can be found in Appendix A. The building is constructed with a cast-in-place concrete slab-on-grade (i.e. no basement level) with cast-in-place concrete foundation walls. The superstructure of the building is comprised of a concrete support structure (i.e. cast-in-place columns and beams and concrete block masonry walls), supporting steel structure (i.e. open web steel joists), and all supporting corrugated steel roof decks.

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The exterior walls of the building are clad, primarily with a combination of brick veneer masonry or vertical metal siding; with metal panels with painted exposed concrete accents on the front portion elevations of the building. The window and door system requires replacement as moisture is present and sealant is aged and debonding. There are no structural areas of concerns, although the exterior requires repairs to the concrete façade. The successful bidder would provide project management services for this renovation.

Exterior Design Concept displayed here. The successful bidder to work with the owner to determine further product specifications and exterior design details.



MAA EXTERIOR CONCEPT



OVERVIEW OF BUILDING IMPROVEMENTS FOR COMPLETION:

Building Exterior Improvements:

- Repairs/parging to the existing concrete façade along the front of the building
- Removal of the existing aluminum panels and install wall cladding
- Replacement of existing metal siding with new profile and product
- Replacement of existing aluminum windows with new fixed windows

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- Replacement of the front entrance door system. Door system must meet the Newfoundland and Labrador Accessibility Act Regulation, section 18. Coordinate work with security system provider to meet compliance and security standards
- Replace existing light fixtures to new LED fixtures
- Install landscape fences and planter on the front left side of the building. Design as illustrated above and should include plant material and install. Bidders should provide product recommendations.

Building Interior Improvements:

- Wall repairs and trim replacement around window systems, including plastering and painting
- Replacement of front and back vestibule ceramic tile flooring

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10. APPENDIX A

75 O'Leary Avenue, St. John's, NL

FLOOR PLAN (Scanned older document)

All measurements (including windows and door) must be determined by the bidder

