



296, rue Van Horne
Sudbury ON P3B 1H9

REQUEST FOR PROPOSAL

#2013-ARCH – Architectural Services

FEE PROPOSALS DUE: November 22, 2013 at 14:00

Contact person:
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Conseil scolaire public du Grand Nord de l'Ontario
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SCHEDULE OF EVENTS – THESE TIMELINES ARE APPROXIMATE.

Release of RFP	November 8, 2013
RFP Closing	November 22, 2013

SECTION 1: REQUEST FOR PROPOSAL PROCESS

1.1. Proposal Submissions

1.1.1 Sealed Proposals are to be addressed to:

Conseil scolaire public du Grand Nord de l'Ontario
296 Van Horne Street
Sudbury ON P3B 1H9
Attn: André Vézina

1.1.2 Proponents must complete the attached Appendix B – Fee Proposal Submission Form and submit it along with all additional items identified herein in a sealed envelope for their Proposal to be accepted.

1.1.3 Proposals **will** be accepted by e-mail to andre.vezina@cspgno.ca as an option with the hard copy following within 48 hours of the closing time and date. Please note that our email system has a restriction for a maximum attachment size of 15 Mega Bytes. Proposals and their envelopes should be clearly marked with the name and address of the Proponent, the Request for Proposal number, and the project title. They will be time stamped upon receipt at the main reception desk. It is the sole responsibility of each Proponent to make sure that its proposal is delivered and accepted at the correct address no later than the closing date and time for proposals. E-mailed submissions will not be opened until after the closing time and date.

1.1.4 Late submissions will not be accepted and will be returned unopened.

1.1.5 A public opening for this Proposal will be held on November 22nd at 2:30 p.m. at Conseil scolaire public du Grand Nord de l'Ontario, 296 Van Horne St, Sudbury, Ontario and consist of identifying the Proponents. Proposal information will not be read out publicly.

1.1.6 The Board shall not be liable for any expenses or costs incurred by any Proponent in the preparation and submission of a Proposal, the RFP process, including the evaluation and interview process (if any), or in the negotiation, preparation and execution of the award, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

1.2. Proposal Instructions

1.2.1 Submissions are to be sent using one of the following two methods:

- i) In hard copy, proponents are required to submit one (1) original and two (2) copies of the proposal submission in a sealed package with the original submission clearly labelled.
- ii) By e-mail to andre.vezina@cspgno.ca with one (1) hard copy following within 48 hours of the closing time and date. Please note that our email system has a restriction for a maximum attachment size of 15 Mega Bytes. The hard-copy version must match the last version sent via e-mail.

1.2.2 The person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this Request for Proposal must sign the Appendix B.

1.2.3 Prices quoted are to be in Canadian dollars, exclusive of all applicable Sales Tax.

- 1.2.4 Proposals shall be irrevocable (i.e. open for acceptance by the Board) for a period of 120 days after the closing date for proposals.

1.3. Right to Withdraw

- 1.3.1. By submission of a clear and detailed written notice, the Proponent may withdraw its proposal prior to the closing date and time. The latest RFP received shall supersede and invalidate those previously submitted. At closing time, all proposals become irrevocable. By submission of a proposal, the Proponent agrees that should its proposal be deemed successful the Proponent will enter into a Contract with the Board. The Proponent will not be permitted to make any changes to its proposal after the closing time.

1.4. Ownership of Proposals and Freedom of Information

- 1.4.1 All documents, including proposals, submitted to the Board become the property of the Board. They will be received and held in confidence by the Board, subject to the provisions of the Freedom of Information and Protection of Privacy Act.

Information provided by the Proponent may be released in accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M56 as amended. A Proponent should identify any information in its Proposal or any accompanying documentation for which confidentiality is to be maintained by the Board, by clearly marking same "CONFIDENTIAL". The confidentiality of such information will be maintained by the Board, except where an order by the Information and Privacy Commission or a Court or other governmental authority having jurisdiction requires the Board to do otherwise.

1.5. Inquiries and Addenda

- 1.5.1 All Proposal inquiries must be submitted in writing, via e-mail to: André Vézina at andre.vezina@cspgno.ca.
- 1.5.2 All inquiries and other communications with the Board throughout the solicitation period and the evaluation period of this RFP, up to and including the award of any resulting contract, are to be directed only to the contact identified in clause 1.5.1. Non-compliance may (for this reason alone) result in disqualification of the Proponent's submission.
- 1.5.3 Inquiries must be received no later than the end of the business day on **November 15, 2013** to allow sufficient time to provide a response. Inquiries received after **4 p.m. on November 15, 2013** are not guaranteed a response prior to the Proposal closing date.
- 1.5.4 To ensure consistency and quality of information provided to each Proponent, any information with respect to significant inquiries received and the replies to such inquiries will be provided as written addenda to all Proponents to which this Request for Proposal has been sent without revealing the sources of the inquiries. Addenda will be provided to all Proponents via email.
- 1.5.5 All addenda shall be incorporated into and become part of this Request for Proposal. The Board shall not be bound by oral or other informal explanations or clarifications not contained in written addenda.
- 1.5.6 Before depositing its proposal submission, each Proponent shall be responsible for verifying that it has received all addenda that have been issued.

- 1.5.7 Proponents shall acknowledge receipt of all addenda in the space provided on the Form of Proposal. Failure to acknowledge receipt of addenda may be cause for disqualification of submission.

1.6. Clarification

- 1.6.1 It is the responsibility of each Proponent to inquire about and clarify any requirements of this RFP which are not understood.
- 1.6.2 Proponents must obtain their own information on all matters and things that may in any way influence them in developing their proposals.
- 1.6.3 Proponents must satisfy themselves in all respects as to the risks and obligations to be undertaken by them.

1.7. Bribery and Collusion

- 1.7.1 Should a Proponent or any of their agents give or offer any gratuity to or attempt to bribe any member of the Board or any other agency, or attempt to commit fraud, the Board shall be at liberty to reject the Proponent's submission or cancel the contract.
- 1.7.2 The Proponent further acknowledges that its proposal is made without any connection, knowledge, comparison of figures or arrangements with any other firm or person making a proposal for the same work and is in all respects fair and without collusion or fraud.

1.8. Conflict of Interest

- 1.8.1 No employees of the Board shall personally sell goods or services to the Board, nor have a direct or indirect interest in a company that sells goods or services to the Board. The Board may reject any proposal submitted, or cancel any contract awarded, in contravention of this requirement.
- 1.8.2 The Successful Proponent(s) shall refrain from acting in any case where there may be any conflict of interest between it (or any of its directors, officers, or employees) and the Board, and the Successful Proponent(s) shall notify the Board immediately of any potential conflict of interest that may arise during the performance of the contract.

1.9. Bid Protest Procedure and Debriefing

- 1.9.1 To maintain the integrity of the process, a Proponent who believes they have been treated unfairly or wishes to dispute the award of a contract resulting from this bid process may take the following steps:

State the nature of the protest in writing giving full details and history of the events leading to the protest and address the written protest to the designated Purchasing contact identified in paragraph 1.5.1.

Issues that are not resolved to the satisfaction of both parties shall progress to the appropriate level of Administration to a final decision by the Superintendent of Finance of Conseil scolaire public du Grand Nord de l'Ontario, which will be the final stage.

The Proponent shall not take any legal action until this process has taken its course. Time is of essence, and all disputes or protests shall be communicated without delay and resolved in a timely manner.

- 1.9.2 Not later than sixty (60) days following the date of posting of a contract award notification, a Proponent may request a debriefing session. The Board will not disclose submission information from other Proponents.

The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

SECTION 2: LIABILITY AND INSURANCE REQUIREMENTS

2.1 Agreement with Terms

- 2.1.1 By submitting a proposal the Proponent agrees to all the terms and conditions of this Request for Proposal and this document or any portion thereof, may not be used for any purpose other than the submission of proposals.

2.2 Laws of Ontario

- 2.2.1 Any Contract resulting from this Request for Proposal will be governed by and will be construed and interpreted in accordance with the laws of the Province of Ontario. The Successful Proponent(s) shall abide by all relevant provisions of the Canada Labour Code and the Employment Standards Act of Ontario, as amended.

2.3 Liability for Errors

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

2.4 Insurance

- 2.4.1 The Successful Proponent(s) shall maintain, during the term of the Contract, Commercial General Liability Insurance acceptable to the Board and subject to limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. A copy of the policy will be provided to the Board.
- 2.4.2 The Successful Proponent(s) shall carry, during the term of the Contract, professional errors and omissions liability coverage acceptable to the Board and subject to limits of not less than \$5,000,000. A copy of the policy will be provided to the Board.
- 2.4.3 The policy must name the Board as an additional insured and provide a 30 day cancellation clause.
- 2.4.4 The Successful Proponent(s), their agent, all workmen and persons employed by them, or under their control, will use due care that no person or persons are injured and that no property is damaged in the prosecution of the work and the Successful Proponent(s) will be solely responsible for all damages to person or property, including theft, whether the property is owned by the Board or any of its employees.

2.5 Indemnification

2.5.1 The Proponent shall hold the Boards' officers, agents, and employees free and harmless from and against any and all liability, including, but not limited to, cost of claims, suits, and counsel fees arising from, growing out of, or incidental to the actual or alleged use of any copyrighted composition, secret or proprietary process, patented or unpatented invention article or appliance, including foreign letters patents, furnished as a result of this proposal.

2.6 Health & Safety

- 2.6.1 To the extent that the Occupational Health and Safety Act and regulations apply to the products and/or services to be provided pursuant to the contract, the Successful Proponent(s) shall:
- i) fulfill and comply with all the obligations and responsibilities of the "Vendor" under the Act at its own cost;
 - ii) be responsible for any health and/or safety violation which may occur;
 - iii) promptly report any violation of the Act or Regulations to the appropriate authorities and the Board; and
 - iv) indemnify and save harmless the Board, its trustees, employees, agents and servants from any and all charges, fines, penalties and costs that may be imposed, incurred or paid as a result of any violation of the Act and Regulations.

SECTION 3: RESERVED RIGHTS OF THE BOARD

3.1 Reserved Rights of the Board

- 3.1.1 A Proponent's submission or the Board's evaluation of a Proposal does not obligate the Board to accept it or any Proposal.
- 3.1.2 The Board reserve the right, in its sole discretion, not to proceed with this RFP and/or any Contract and may elect not to accept any or all Proposals or any portion thereof, for any or no reason, and may cancel any Contract or this RFP.
- 3.1.3 If the Board accepts a Proposal (which it is not obligated to do), the Proposal with the lowest financial package will not necessarily be accepted and the Board may, in its sole discretion, consider any other factors it deems appropriate in its sole discretion in awarding the Contract. The Board may request further clarification of a Proposal from the Proponent. While the Board is not obligated to consider Proposals that do not strictly comply with its requirements, they nevertheless reserve the right to do so, and specifically reserve the right to waive formalities as their best interests may require.
- 3.1.4 The Board shall not be legally obligated to any Proponent unless and until the Board has executed a contract with the Successful Proponent(s).

3.2 Changes in Work

- 3.2.1 The Board, without invalidating the contract, may make changes to the contract by altering, adding to or deducting from the work in writing, the contract price and other related terms being adjusted accordingly, as may be agreeable to both parties.

SECTION 4: SCOPE OF WORK

4.1 Background

Conseil scolaire public du Grand Nord de l'Ontario's (CSPGNO) territory extends from Sudbury to the Manitoba border, spreading across a 550,000 square kilometer area with discontinuous boundaries. CSPGNO offers a French-language public education of the highest quality in eleven (11) elementary schools, eight (8) secondary schools and two (2) administration offices in the communities of Markstay, Noëlville, Greater Sudbury, Elliot Lake, Sault Ste. Marie, Wawa, Dubreuilville, Marathon, Manitouwadge and Longlac. CSPGNO serves approximately 2,300 students.

4.2 Requirements

- 4.2.1 The Successful Proponent(s) shall submit invoices for Conseil scolaire public du Grand Nord de l'Ontario to: André Vézina, 296 Van Horne Street, Sudbury, Ontario, P3B 1H9.

Invoices shall state detailed descriptions of services rendered, dates, times and locations. Taxes must be shown as a separate line item on all invoices.

- 4.2.2 The Boards' standard terms of payment are net thirty (30) days from receipt of invoice and satisfactory completion of each transaction.

SECTION 5: WRITTEN PROPOSAL SUBMISSION REQUIREMENTS

The proposal must include all information requested herein. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims.

5.1 Proponent Overview

- 5.1.1. Complete, attach and sign **Appendix B** – Fee proposal document.
- 5.1.2. Complete the declaration of conflict of interest.

5.2 Proponents References

- 5.2.1. Proponents are required to provide three (3) references for contracts which they have been awarded within the last five (5) years which are similar in size and scope to the requirements of the Board as described in this RFP. Examples of contracts with school boards are preferred although are not essential.

5.3 Payment Terms

- 5.3.1. State payment terms and any discount payment terms that may apply.

SECTION 6: EVALUATION OF PROPOSALS

6.1 Evaluation Process

- 6.1.1 The Proposal evaluation team will consist of a minimum of two (2) representatives from the School Board.
- 6.1.2 Each Proposal will first be evaluated to ensure all mandatory requirements have been properly met and submitted. **Failure to properly submit all mandatory requirements may result in disqualification of the Proposal.**
- 6.1.3 The Proponent must comply with all requirements specified in the RFP. Statements that include the words “**shall**”, “**must**”, or “**will**” are considered to be mandatory. In the case of a mandatory item that is not complied with, the Proposal will not receive further consideration.
- 6.1.4 Any proposal that does not follow the requested format may be declared non compliant and receive no further evaluation. There will be no onus on the proposal evaluation team to search for substantiating information.
- 6.1.5 It must be understood and accepted by any Proponent that all decisions as to the degree to which a proposal meets the requirements of this RFP are solely within the judgment of the Proposal evaluation team.
- 6.1.6 The proposal evaluation team reserves the right in its sole discretion to contact any Proponent after RFP closing to seek clarification of the Proposal without becoming obligated to seek clarification with any other or all Proponents. Proponents may be required to meet with the evaluation committee. The purpose of the meeting is to support and reinforce the Proponent’s capabilities to meet the requirements of the RFP. Where a meeting is required with one or more Proponents, the selection committee’s final evaluation shall consist of both the Proposal and the meeting summary.
- 6.1.7 The Proposal evaluation team reserves the right to use third party information to aid in the evaluation process.

6.2 Evaluation of Offers

- 6.2.1 It is the intention of the Proposal evaluation team to award a contract from this solicitation to the Proponent who offers the best overall value for the Board.
- 6.2.2 Proponents who have substantially complied with the requirements of this RFP, as determined solely by the Proposal evaluation team in its discretion, shall be evaluated on the following criteria:

Evaluation Criteria	Points
Firms’ experience with northern projects	15%
Partner in-charge <ul style="list-style-type: none"> - Similar northern projects completed - Experience and qualifications 	15%
Sub-consultants <ul style="list-style-type: none"> - Similar northern projects completed - Experience of project manager 	20%
Fee proposed (Score calculated as per paragraph below)	50%
TOTAL	100%

OUTLINE OF THE EVALUATION PROCESS TO BE USED TO ASSESS THE RESPONSES

For the Fee scoring, each Proponent will receive a percentage of the total possible points allocated to the fee calculated by dividing that Proponent's fee into the lowest bid fee. For example, if the lowest bid fee for a particular category is 4%, that Proponent receives 100% of the possible points for that category ($4/4 = 100\%$), a Proponent who bids 6% receives 66% of the possible points for that category ($4/6 = 66\%$) and a Proponent who bids 8% receives 50% of the possible points for that category ($4/8 = 50\%$).

The Board may at their discretion invite a Proponent to an interview to further discuss their Proposal. The Board is not required to invite all Proponents to an interview and may select a short list of Proponents to interview. Following an interview, the points for the above criteria may be modified or adjusted as determined by the evaluation committee.

6.3 Contract Award

- 6.3.1 The Board intends to award the Contract to the highest ranked Proponent as determined by the Evaluation Committee.
- 6.3.2 The Board is not required to award the contract if in their opinion no Proponent meets their expectations of the quality of service to be provided.

SECTION 7: CONTRACT TERMS AND CONDITIONS

7.1 Assignment of Contract

- 7.1.1 The Successful Proponent(s) shall not assign the whole or any part of the resulting contract without the prior written consent of the Board.

7.2 Bankruptcy or Insolvency

- 7.2.1 If the Successful Proponent becomes bankrupt, either by way of assignment or by way of a receiving order, or if the Successful Proponent becomes insolvent, the Board may, at their option, immediately employ another Proponent to complete the contract. The Board shall have a claim against the Successful Proponent or its estate for any additional cost over and above the original contract price, necessary to complete the contract and to remedy any defects.

7.3 Termination

- 7.3.1 Where the Successful Proponent is in default in carrying out any of its obligations under the contract, the Board may, upon giving written notice to the Successful Proponent, terminate for default the whole or any part of the contract, either immediately, or at the expiration of a cure period specified in the notice if the Successful Proponent has not cured the default to the satisfaction of the Board within that cure period.

7.4 Disputes

- 7.5.1 The Successful Proponent agrees that, in the event of a dispute or an allegation of material breach, they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management and then if necessary, to use a mutually agreed alternative dispute resolution method prior to resorting to litigation.

7.5 Confidentiality/Non-Disclosure of Information

- 7.5.1 It is understood and agreed that all information provided to the Proponent by the Board as part of both the RFP process and the actual performance of the contract is personal and confidential information which is protected by the provisions of the Education Act, R.S.O. 1990 c. E.2 and the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56. The Successful Proponent agrees that during and after the effective period of the contract, all information provided to the Successful Proponent by the Board shall be treated as privileged and confidential and shall not be used by the Successful Proponent for any other purpose nor divulged to any third party for any reason whatsoever without the written permission of the Board.

7.6 Vehicle Operation

- 7.6.1 Drivers of motor vehicles shall use due caution at all times and will not operate their vehicles beyond the parking area. Drivers shall use extra care while students are expected to enter or exit the school building and/or are visible outside the school building on school property or adjacent property, particularly during recess, lunch period and preceding and following the end of the school day.
- 7.6.2 On school property, drivers must turn off vehicles and remove the keys during any stop. At no time are vehicles to be left running while unattended. It is recommended that the vehicle be locked when left unsupervised. The Board will not be responsible for any theft of, or any theft from, vehicles operated by the Successful Proponent(s).
- 7.6.3 No vehicle may be backed up unless there is a person on foot available to guide the driver (except in designated parking areas).
- 7.6.4 When returning to an unattended vehicle the driver must circle the vehicle to ensure that no child is hiding behind or under the vehicle before it is driven.
- 7.6.5 All accidents, no matter how minor, must be reported immediately to the school Principal and/or Head Caretaker.
- 7.6.6 The Proponent will be liable for all damages incurred to all Boards' structures through the operation of their vehicle.

7.7 Smoking on Board Premises

- 7.7.1 Smoking is prohibited in all of the Boards' facilities, including schools, offices, administrative buildings and storage facilities and on all School and Board properties.

7.8 Ethical Conduct

- 7.8.1. Each of the parties agrees to act in a manner that is consistent with the Boards' Purchasing Procedures in their business dealings with the other.

7.9 Work Schedule

- 7.9.1 All work in the occupied areas of the Boards' facilities shall be carefully coordinated with the Boards' Representative, and the individual Site Representative to prevent disruption of normal activities.

7.10 Force Majeure

- 7.10.1. Neither party shall be responsible for any delay or failure to perform its obligations under this agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God, or to any other cause beyond its control, except labour disruptions.
- 7.10.2. In the event Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.
- 7.10.3. Should the Force Majeure event last for longer than thirty (30) days, the Board may terminate this agreement by notice to the Successful Proponent without further liability, expense or cost of any kind. The Successful Proponent shall not be entitled to payment for any time period during which service is interrupted under this clause.

APPENDIX A – PROJECT INFORMATION

<u>Project Name:</u>	Addition to l'École publique l'Escalade
<u>Project Description:</u>	Addition to the existing elementary school of approximately 4 300 square feet as well as the roof replacement of the existing school. The addition will include the construction of a gymnasium, a small kitchen and administrative offices.
<u>Project location:</u>	52 Winston Road Wawa ON POS 1K0
<u>Estimated construction budget:</u>	\$1,350,000
<u>Target tender date:</u>	March 1 st , 2014
<u>Occupancy date:</u>	September 1 st , 2014

ITEMS TO BE INCLUDED IN THE BASE FEE

1. Services

See attached Appendix B identifying the Architect's Services and Client's Responsibilities.

2. Consultants

Consultants to be included in the base fee:

- Mechanical Engineer
- Electrical Engineer
- Structural Engineer
- Cost Consultant

Consultants to be coordinated **but** not included in the base fee:

- Surveyor
- Civil Engineer
- Code Consultant (if required)
- All others

3. Meetings

- i) Schematic and design development stage:
 - Bi-weekly meetings at owner's office (296 Van Horne Street, Sudbury).
- ii) Construction document phase
 - Four (4) meetings at owner's office (296 Van Horne Street, Sudbury).
- iii) Tender phase
 - One (1) meeting to receive and review bids. Tender openings will take place at the Boards' office.
- iv) Construction phase (until occupancy)
 - Bi-weekly job site meetings.

- v) Construction phase (to completion of work and deficiencies)
 - Up to four (4) meetings at job site or Architect's office.
- vi) Warranty phase
 - One (1) year deficiency review.

4. Additional items to be included in base fee

- i) All travel, accommodation, meals and any other expense associated with the project and meetings outlined above.
- ii) All disbursements related to sub-consultants whose fee is in the Base fee.
- iii) Receiving, reviewing and paying invoices of consultants identified above as "to be coordinated buy not included in base fee". These invoices will then be charged to the Board as a disbursement without mark-up.

ITEMS TO BE INCLUDED IN THE PROPOSAL

1. Base fee

The Firm will provide a fee based on the percentage of construction contract noted on Appendix B.

2. Disbursements

The Firm will include the percentage of mark-up of disbursements on Appendix B.

Disbursements with mark-up: all courier and printing costs related to the Official Submissions or as requested and approved by the Board. Official Submission documents are:

- Tender packages
- Costing, permit and site plan approval sets
- Construction sets
- Record drawings sets

Disbursements without mark-up:

- Permit fees paid on behalf of the Client
- Fees and services related to Sub-Consultants not included in the Base Fee.

Disbursements other than those listed will not be accepted without the prior written consent of the Board.

3. Mileage

The Firm will include the rate per km for all mileage over and above those already included in the base fee on Appendix B.

4. Meetings

The Firm will include the rate per meeting for all meetings over and above those already included in the base fee on Appendix B.

5. Other additional fees

The Firm will include the rate per meeting for all meetings over and above those already included in the base fee on Appendix B.

6. Proposed Architect in-charge

The proposal will include a description of the Firm and provide examples of similar projects completed in Northern Ontario (including Sudbury and North of Sudbury).

The proposal will include the proposed architect in-charge and will attach a CV and details regarding similar projects completed by the architect in-charge in Northern Ontario (including Sudbury and North of Sudbury).

7. Proposed Consultants

The proposal will include the proposed mechanical engineer and will attach details regarding similar projects completed by the mechanical engineer in Northern Ontario (including Sudbury and North of Sudbury).

The proposal will include the proposed electrical engineer and will attach details regarding similar projects completed by the electrical engineer in Northern Ontario (including Sudbury and North of Sudbury).

The proposal will include the proposed structural engineer and will attach details regarding similar projects completed by the structural engineer in Northern Ontario (including Sudbury and North of Sudbury).

8. Other

The proposal will include the declaration of conflict of interest and the agreement to abide by established process.

APPENDIX B – FEE PROPOSAL DOCUMENT

This Fee proposal is made as of the _____ day of _____, 2013.

Name of firm (Proponent): _____

Architect in-charge: _____

Mechanical Engineer: Proposed Consultant: _____

Project Manager: _____

Electrical Engineer: Proposed Consultant: _____

Project Manager: _____

Structural Engineer: Proposed Consultant: _____

Project Manager: _____

The base fee on a percentage of construction value: _____

A Mark-up charge of ____% shall be added to the *reimbursable expenses*.

The rate for calculating automobile travel costs shall be \$_____ per kilometer.

The client shall pay the *architect* upon receipt of invoices on account of the *architect's* fee and *reimbursable expenses*, together with such value-added taxes as may be applicable. Invoices shall be issued monthly unless otherwise agreed.

An unpaid invoice shall bear interest, calculated monthly at the rate of _____ % per annum, commencing _____ days after the date that the *architect* submits the invoice.

When this contract or any documents are prepared in both English and French, it is agreed that in the event of any discrepancy between the English and the French version, the English language shall prevail.

Notices in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered to the individual, or to a member of the firm, or to an officer of the corporation for whom they are intended, by hand or by registered post; or if sent by regular post, to have been delivered 5 working days from the date of mailing. The addresses for official notice shall be as stated in A2 and A3. Notices sent electronically, by email or facsimile for example, are not considered to be reliable for the purpose of official notice.

DECLARATION OF CONFLICT OF INTEREST

Each Proponent shall declare in its Proposal any situation that may be a conflict of interest or a potential or perceived conflict of interest of the Proponent, including but not limited to its obligations to the Board, the Contract, the Contract Price or any Customer.

The Education Act states that goods or services must not be purchased from a Teacher, Supervisory Officer, other Employee of the Board or an employee of the Ministry of Education and Training. This also applies to firms owned directly or indirectly by an employee of a Board. This is outlined in Chapter E.2, Section 217, of the Education Act, RSO 1990 (latest revision).

The Board has a fiduciary responsibility to ensure that such behaviour is not permitted and reserves the right to remove from eligibility, the name of any Proponent for failure to comply with the above conditions.

The Proponent declares that this Proposal is not made in connection with any other Proponent submitting an offer for the same commodity/service and is, in all respects, fair and without collusion or fraud.

Based on the above, do you believe your firm may be in possible conflict of interest? Please check appropriate answer.

No

Yes – If yes is selected please submit with your Bid Documents a detailed letter indicating any possible conflict of interest

AGREEMENT TO ABIDE BY ESTABLISHED PROCESS

The Board requires that the integrity of the Request for Proposal process be observed as the following ground rules:

1. All communications, including requests for information, between Proponents and the Board must be between only the representatives of the Board and each Proponent, named below, who have been authorized and designated for that particular purpose.
2. Apart from the communications between and among the designated representatives, there must be no communication between the Board and any representative of the Proponent, and no giving of information with respect to the Request for Proposal and subsequent contracts.
3. Any attempt on the part of any Proponent, or any of its employees, agents, contractors, subcontractors or representatives to contact any persons other than the designated representatives with respect to the Request for Proposal, or any action or violation of the above requirements, will be grounds for disqualification, and the Board may, in its discretion, in addition to any other rights or remedies available at law, reject any potential or actual Proposal submitted by that Proponent.
4. Proponents must accept and agree to observe the contents of this "Agreement to Abide by Established Process", inform their staff thereof, and ensure their compliance therewith.

In submitting a Fee Proposal the firm fully agrees and accepts the above conditions.

SIGNATURE

We hereby offer this Fee Proposal submitted in accordance with the terms and conditions identified in the Request for Proposal documents.

The Proponent acknowledges receipt of Addenda No. _____ to _____ inclusive.

SIGNED AND SUBMITTED for and on behalf of:

NAME OF ORGANIZATION

SIGNATURE

DATE

NAME and TITLE of the authorized legal signing authority

APPENDIX C – ARCHITECT’S SERVICES AND CLIENT’S RESPONSIBILITIES

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		ITEM	ARCHITECT'S SERVICES: FEE CLASS	CLIENT'S RESP.	N/A
PRE-DESIGNE SERVICES	1	Analyses of client's needs – review client's stated objectives and advise on viability of the <i>project</i> .	X		
	2	Statement of Requirements or Building Program – Set out the fundamental objectives of the <i>project</i> , including the interrelation of space allocations, the areas required for the spaces, specific materials and /or assemblies to be used, massing, time factors, cost implications, constraints, and any special design considerations required for the <i>project</i> .		X	
	3	Financial feasibility, study – Assist with analyzing the reasonable probability of the client's objectives for the <i>project</i> being reached within the budget allocation and advise on measures to align the <i>project</i> requirements with the budget if in the first instance the expectations are not feasible.	X		
	4	Site evaluation study – Review the site of the <i>project</i> and assess the suitability of the site to accommodate the client's <i>project</i> . In doing so, take into account known site constraints, ability to support future additions and alterations, and potential impact of proposed developments in the vicinity of the site.	X		
	5	Comparative studies of prospective sites – Review a number of selected potential sites for the <i>project</i> and assess the suitability of each site to accommodate the client's <i>project</i> . In doing so, take into account known site constraints, ability to support future additions and alterations, and potential impact of proposed developments in the vicinity of each site. Compare the results of the site reviews and advise the client accordingly.			X
	6	Measured Drawings – Ascertain the purpose of the measured drawings and the accuracy required. After confirming the purpose with the client, make measurements, augment with photographs and field notes, and prepare drawings.	X		
	7	Verifying accuracy of drawings furnished by client – Review drawings, visit site and take measurements to satisfy that drawings are reasonably accurate in their representation of the premises.	X		
	8	Site Photographs – Ascertain the purpose of the site photographs and after confirming with the client prepare a photographic record as required. If appropriate identify photographs by time, date and location.	X		
	9	Assist client re survey information required – Assist client, in the engagement of a land surveyor. Coordinate with surveyor and engineering <i>consultants</i> as to identification of information required from the survey.			X
	10	Assist client re soils investigation information required – Assist client, in the engagement of a geotechnical <i>consultant</i> . Coordinate with geotechnical <i>consultant</i> and engineering <i>consultants</i> as to information required from the investigation.			X
	11	Construction Budget – If the Client does not have a <i>construction budget</i> , based on the building program, site conditions and constraints, time of construction, known construction economical factors, prepare an estimate of <i>construction cost</i> to serve as <i>construction budget</i> until more detailed estimate of <i>construction cost</i> can be determined. Advise client accordingly.	X		
	12	Assist client re Toxic and Hazardous Substances and Materials information required – Assist client, in the engagement of a <i>toxic and hazardous substances and materials consultant</i> . Coordinate with <i>toxic and hazardous substances and materials consultant</i> and engineering <i>consultants</i> as to identification of information required from the report.			

		ITEM	ARCHITECT'S SERVICES: FEE CLASS	CLIENT'S RESP.	N/A
GENERAL SERVICES, ALL APPLICABLE PHASES	13	Engagement of Structural Engineering Services – Engage services of a structural engineer for services commensurate with architectural services under this contract.	refer to front end document		
	14	Engagement of Mechanical Engineering Services – Engage services of a mechanical engineer for services commensurate with architectural services under this contract.	refer to front end document		
	15	Engagement of Electrical Engineering Services – Engage services of an electrical engineer for services commensurate with architectural services under this contract.	refer to front end document		
	16	Engagement of Landscape Architect Services – Engage services of a landscape architect for services commensurate with architectural services under this contract.	refer to front end document		
	17	Engagement of Civil Engineering Services – Engage services of a civil engineer for services commensurate with architectural services under this contract.	refer to front end document		
	18	Engagement of Commissioning Agent Services – Engage services of a Commissioning agent for services over and above the takeover of the project at completion of construction.	refer to front end document		
	19	Engagement of Cost Estimating Services – Engage the services of a construction cost <i>consultant</i> and coordinate the services with the services of the other <i>consultants</i> .	refer to front end document		
	20	Engagement of Security Systems Services – Engage services of security systems <i>consultant</i> and coordinate with the architectural and services of the other <i>consultants</i> .	refer to front end document		
	21	Provision of Interior Design Services – Provide or engage the services of an interior designer to provide interior design services commensurate with other architectural services under this contract.			X
	22	FF& E Selection, and/or Installation – Provide services for the selection and installation of furniture, fixtures and equipment (FF&E) , including re-use of client's inventoried FF&E.		X	
	23	Graphic Design, Signage and Similar Services – Provide services for design, selection, procurement and installation of graphics, corporate logos, signage and similar elements for interior and exterior application.		X	
	24	Tenant Layout and Design Services – Provide tenant layout and fit up documents coordinated with base building documents.			X
	25	Language Translation Services –Translate all construction contract documents into a language other than the language of this contract.			X
	26	Revisions to Drawings, Specifications or Other Documents – Revise or provide additional drawings, specifications or other documents which are: <ul style="list-style-type: none"> • Caused by instructions that are inconsistent with instructions or written approvals previously given by the client, including revisions made necessary by adjustments in the client's program or <i>construction budget</i>, • Caused by enactment or revisions of statutes, regulations, codes or by-laws, subsequent to the preparation of such documents, • Caused by an interpretation by the authorities having jurisdiction which differs from the <i>architect's</i> interpretation of statutes, regulations, codes and by-laws, which difference the <i>architect</i> could not have reasonably anticipated, or • Due to changes required as a result of the client's failure to render decisions in a timely manner. 	X		
27	Services Required Due to Significant Changes To The Project – Provide <i>additional services</i> required because of significant changes in the <i>project</i> including, but not limited to size, quality, complexity, the client's schedule, or the method of bidding or negotiating and contracting for construction.			X	

	ITEM	ARCHITECT'S SERVICES: FEE CLASS	CLIENT'S RESP.	N/A
COORDINATION	Coordinate the services of the following consultants with those of the architect from Schematic Design through Construction Documents Phase:			
	28	Structural Engineer	refer to front end document	
	29	Mechanical Engineer	refer to front end document	
	30	Electrical Engineer	refer to front end document	
	31	Civil Engineer (if required)	refer to front end document	
	32	Other (identify)	refer to front end document	
	Coordinate the services of the following consultants with those of the architect during the Bidding and Construction Phase:			
	33	Structural Engineer	refer to front end document	
	34	Mechanical Engineer	refer to front end document	
	35	Electrical Engineer	refer to front end document	
	35	Civil Engineer (if required)	refer to front end document	
	36	Other (identify)	refer to front end document	
SCHEMATIC DESIGN PHASE	37	Review of Program of Client's Requirements – Review and comment on client's construction budget in relation to client's program of requirements.	X	
	38	Investigate Existing Conditions – Visit the <i>place of the work</i> and review characteristics of the site.	X	
	39	Schematic Design Documents – Based on the mutually agreed upon program of requirements, schedule and <i>construction budget</i> , prepare for the client's review and approval, schematic design documents to illustrate the scale and character of the <i>project</i> and how the parts of the <i>project</i> functionally relate to each other as listed below; (insert additional documents as applicable) <ul style="list-style-type: none"> • Site Plan • Spatial Relationship diagrams • Principal Floor Plans • Building sections • Elevations • Outline Specifications 	X	
	40	Marketing Documents – Preparation of promotional presentations or special submissions.		X
	41	Architectural Models – Assist client in engagement of model builder and coordination of construction of scale models for client's use.		X
	42	Estimate of Construction Cost – Prepare and submit to the client an estimate of <i>construction cost</i> based on current area or volume unit costs factored to anticipated time of construction.	X	
	43	3D computer modeling – Arrange for development and coordinate development of 3-D computer modeling and /or video for client's use.		X
	44	Architectural Renderings – Arrange for preparation of renderings and other special delineations for client's use.		X
	45	Alternative Design Approaches and Construction Contracts – Discuss with client alternative design approaches at outset of the schematic design concepts. Review alternative construction procurement and delivery methods and related contracts.		X
	46	Review Applicable Statutes, Codes etc. – Review applicable statutes, regulations, codes and bylaws.	X	
47	Assist client in obtaining approval of authorities if necessary.	X		

		ITEM	ARCHITECT'S SERVICES: FEE CLASS	CLIENT'S RESP.	N/A
DESIGN DEVELOPMENT PHASE	48	Design Development Documents – Based on the client's approved schematic design documents and agreed estimate of <i>construction cost</i> , prepare for client's review and approval, design development documents drawings and other documents appropriate to the size of the <i>project</i> , as listed below: (insert additional documents as required) <ul style="list-style-type: none"> • Site Plan • Plans • Elevations • Sections • Project brief detailing area calculations, building systems and outline specifications to describe the size and general character of the <i>project</i> including the architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. 	X		
	49	Update Estimate of Construction Cost – Prepare and submit to the client a revised estimate of <i>construction cost</i> at the 50% design stage.	X		
	50	Continue Review of Applicable Statutes, Codes etc. – Review applicable statutes, regulations codes and by-laws as the design of the project is developed.	X		
CONSTRUCTION DOCUMENTS PHASE	51	Drawings and Specifications – Based on the client's approved design development documents and agreed updated estimate of <i>construction cost</i> , prepare for client's review and approval, <i>construction documents</i> consisting of drawings and specifications setting forth in detail the requirements for the construction of the <i>project</i> .	X		
	52	Updated Estimate of Construction Cost – Advise the client of any adjustments to the estimate of <i>construction cost</i> , including adjustments indicated by changes in requirements and general market conditions.	X		
	53	Preparation of Bidding Information and Construction Contract Conditions – Obtain instructions from and advise client on the preparation of the bidding information, bidding forms, conditions of the contract, client and the form of contract between client and contractor.	X		
	54	Review Applicable Statutes, Codes etc – Review statutes, regulations, codes and by-laws applicable to the design and, where necessary, review the same with the authorities having jurisdiction in order that the client may apply for and obtain consents, approvals, licences and permits for the project.	X		
BIDDING/NEGOTIATION PHASE	55	Assist Client with Pre-qualification of Bidders – Prepare parameters of pre-qualification process, advise participants of rating criteria. Receive responses from interested parties, prepare analysis spread sheet and report results to client for decision.			X
	56	Assemble and provide bid documents – Assemble and provide bid documents to bidders, monitor enquiries in regard to bid requirements.	X		
	57	Documentation for Alternative, Unit and Itemized Prices – Include documentation, clearly identifying in the bid documents the requirements for alternative, unit and itemized prices and the role their significance in determination of successful compliant bid.	X		
	58	Documentation for Sequential Bids – Provide services and prepare bid document packages in connection with sequential bidding of trade contracts.			X
	59	Addenda - Prepare and process addenda during bidding and before award of – construction contract(s).	X		
	60	Bid Receipt and Review - Arrange for receipt of bids, opening of bids, –identification of apparently non-compliant bids, comparative review and report to client.	X		
	61	Assist Client with Construction Contract Negotiations	X		
	62	Revision of Documents to Incorporate Addenda – Confer with client, receives instructions and prepares contract documents incorporating relevant addenda information into composite documents.	X		
63	Preparation of Construction Contract Documents – Assemble construction contracts and related documents for signature by the contracting parties.	X			

		ITEM	ARCHITECT'S SERVICES: FEE CLASS	CLIENT'S RESP.	N/A
CONSTRUCTION PHASE CONTRACT ADMINISTRATION (GENERAL REVIEW) OFFICE EJUNCTIONS	64	Receive Proof of WSIB Certificates, Bonds and Insurance Policies – If construction contract provides for these to be supplied by the contractor, arrange to receive WSIB certificates, bonds and insurance policies and deliver to client for client's bond and insurance advisors to review.	X		
	65	Construction Schedule – Receive construction schedule, review and forward to client.	X		
	66	Schedule of Values – Receive schedule of values from contractor, review and adjust, if required. Advise both client and contractor that the agreed schedule of values will form the basis for factoring percentage completed work into certificates for payment.	X		
	67	Supplemental Details and Instructions – prepare and issue additional documents and supplemental instructions as required for clarification of the requirements of the contract documents.	X		
	68	Requests for information (RFI's) – Receive requests for information from contractors and process accordingly.	X		
	69	Change Notices/Orders and Change Directives – Prepare drawings, specifications and supporting data, evaluate contractor's proposals and provide other services in connection with changes to the <i>project</i> .	X		
	70	Review Contractor's Documentation at Project Completion – Receive and review contractor's submitted documentation as required under the contract and transfer them to the client.	X		
	71	Evaluating Contractor's Proposed Substitutions – Provide services in connection with evaluating substitutions proposed by the contractor and make subsequent revisions to the drawings, specifications and other documentation resulting from them.	X		
	72	Services Necessitated By Default of Client or Contractor – Provide services made necessary by the default of the contractor, by major defects or deficiencies in the <i>work</i> of the contractor, or by failure of performance by either the client or the contractor under the construction contract.	X		
	73	Consultation Services in Regard to Replacement of Damaged Work – Provide consultation concerning replacement of any work damaged by fire or other cause during construction and furnish services as may be required in connection with the replacement of such work.			X
74	Evaluation of Extensive Claims – Provide services in evaluating an extensive number or size of claims submitted by the contractor or others in connection with the <i>work</i> .	X			
75	Record Drawings – Prepare record drawings showing changes to the <i>work</i> made during construction based on as-built drawings (marked up prints) drawings, and other data furnished by the contractor to the <i>architect</i> : the accuracy of such information shall be the sole responsibility of the contractor. Provide electronic copies, in both PDF and Autocad formats, of as-built drawings.	X			

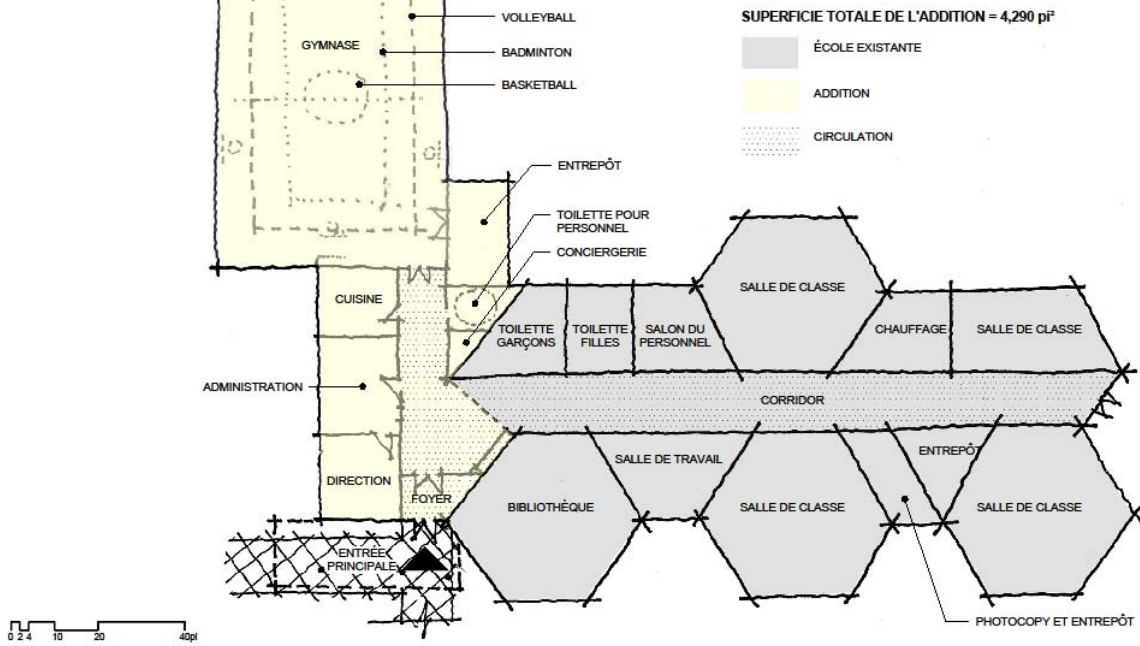
		ITEM	ARCHITECT'S SERVICES: FEE CLASS	CLIENT'S RESP.	N/A
FIELD FUNCTIONS	76	Site Meetings – Attend site meetings with contractor, major sub-contractors and consultants, where appropriate, to review the progress of the work.	X		
	77	General Review Limited to Building Code Related Matters – Provide <i>general review</i> services respecting building code matters only, and report to client and municipal building official.	X		
	78	General Review Code and Non-Code Related Matters – Provide <i>general review</i> services during construction and report to client and municipal building officials.	X		
	79	Inspection & Testing Services – Observe the contractor's performance in having inspection and testing companies perform services as required by the construction contract, receive and review their reports and report to client.	X		
	80	Off-Site Review of Manufactured Products – If off site review is required of major components, prefabrication sites etc., attend at these sites and perform <i>general review</i> to extent necessary to comply with <i>general review</i> services requirements.	X		
	81	Contract Documentation Interpretation – Review documents and respond to questions of interpretation of document requirements in conjunction with the stated hierarchy in construction contract. As the interpreter of the construction contract documents in the first instance make findings.	X		
	82	Payment Certification – Provide <i>general review</i> , receive and assess contractor's application for payment and issue payment certificates to client, having factored percentage of completeness against the schedule of values.	X		
	83	Substantial Performance Certification – As payment certifier prepare and issue at the appropriate time, a certificate of substantial performance in accordance with the provisions of the <i>Construction Lien Act</i> .	X		
	84	Statement of Deemed Completion – As payment certifier, prepare and issue the statement of contract deemed completion in accordance with the provisions of the <i>Construction Lien Act</i> .	X		
	85	Multiple Contracts – As payment certifier for multiple contractors in contract with the client, process applications for payment; prepare and issue at the appropriate times certificates of substantial performance and statements of contract deemed completed, and arrange for takeover procedures with regard to each contract.			X
	86	Additional Project Representation – If the Client requires this service, set out in writing, the agreed terms and conditions as well as remuneration of additional representation on site.			X
	87	Takeover Procedure – Arrange for takeover of the <i>project</i> by the owner, including demonstration of operating equipment, handover of maintenance manuals and replacement parts as specified.	X		
POST CONSTRUCTION PHASE	88	Project Close Out – Provide services in accordance with the provisions described OAA-OGCA Document No. 100 for the takeover of the <i>project</i> by the client.	X		
	89	Systems Demonstrations – In accordance with the terms and conditions of the contract between the owner and the contractor, coordinate with the contractor, and if appropriate, <i>consultants</i> to conduct systems demonstrations for the client's operations personnel.	X		
	90	Manuals – In accordance with the terms and conditions of the contract between the owner and the contractor, receive from the contractor the operating manuals as specified, and turn them over to the client.	X		
	91	Client's Maintenance Procedures Instruction – In accordance with the terms and conditions of the contract between the owner and the contractor, coordinate with the contractor, and if appropriate, <i>consultants</i> to conduct maintenance procedures instruction with the client's building maintenance personnel.	X		
	92	Twelve Month Warranty Review – Prior to the end of the period of one year following the date of <i>substantial performance of the work</i> , review any defects or deficiencies which have been reported or observed during that period, and notify the contractor in writing of those items requiring attention by the contractor to complete the <i>work</i> in accordance with the contract between the owner and contractor.	X		
	93	Architectural services after expiry of 1 year after Substantial Performance of the Work.			X
	94	Other – list and describe.			X

		ITEM	ARCHITECT'S SERVICES: FEE CLASS	CLIENT'S RESP.	N/A	
<p>The requirements respecting these services may NOT be known until aspects of the architect's services are underway or completed. If need or scope is unknown, identify as Client's responsibility with the understanding that the Architect may be able to assist as an additional service.</p>						
NEGOTIATIONS WITH AUTHORITIES HAVING JURISDICTION (INCLUDING APPLICATIONS, PRESENTATIONS AND PUBLIC HEARINGS)	MUNICIPAL	95	Zoning or Land Use Amendment – Assist client in preparation of documents for, application for and attendance at public hearings for amendments to land use and / or zoning by-laws if required.		X	
		96	Committee of Adjustment – Assist client in preparation of documents for, application for and attendance at public hearings for minor variances if required.		X	
		97	Site Development Review – Assist client in preparation of documents for, application for and attendance at public hearings and other meetings for Site Development Review if required.	X		
		98	Development Approval/Agreement – Assist client in preparation of documents and attendance at meetings for Development Approval/Agreement if required.	X		
		99	Public hearings – Assist client in preparation of documents and attendance at public hearings in regard to the <i>project</i> if required.	X		
		100	Building Permit Application – Assist client in preparation of application for building permit.	X		
		101	Other – list and describe.			X
	REGIONAL	102	Planning – Assist client in review of Planning Authority issues with regional government if required.			X
		103	Health – Assist client in review of Health Authority issues with regional government if required.			X
		104	Work/Roads/Engineering – Assist client in review of Works, Roads and Engineering Authority issues with regional government if required.			X
		105	Conservation (if required) – Assist client in review of Conservation Authority issues with regional government if required.			X
		106	Other – list and describe.			X
	PROVINCIAL	107	Housing – Assist client in review of Provincial Housing Authority's issues with Provincial Government Ministry if required.			X
		108	Labour – Assist client in review of Provincial Authority's labour issues with Provincial Government Ministry if required.			X
		109	Health – Assist client in review of Provincial Health and Long Term Care Authorities' issues with Provincial Government Ministry if required.			X
		110	Fire Marshal – Assist client in review of Provincial Authority's Fire Protection issues with the office of the Ontario Fire Marshal if required.	X		
		111	Elevating Devices – Assist client in review of provincial elevating devices issues with the Provincial Ministry if required.			X
		112	Transportation – Assist client in review of Provincial Transportation Authority's issues with the Provincial Ministry if required.			X
		113	Communications – Assist client in review of Provincial Communications Authority's issues with the Provincial Ministry if required.			X
		114	Environment – Assist client in review of Provincial Environment Authority's issues with the Provincial Ministry if required.			X
		115	Social and Family Services – Assist client in review of provincial Social and Family Services Authority's issues with the Provincial Ministry if required.			X
		116	Municipal Board (if required) – Assist client in preparation of material for and attendance at Ontario Municipal Board hearings if required.			X
		117	Liquor Licensing Board – Assist client in review of Liquor Licensing Board requirements with the Provincial Ministry if required.			X
118		Other – list and describe.			X	
FEDERAL	119	Planning – Assist client in review of Federal Department of Transport Authority's requirements if required.			X	
	120	Health – Assist client in review of Federal Communications Authority's requirements if required.			X	
	121	Work/Roads/Engineering			X	
	122	Conservation (if required)			X	
	123	Other – list and describe.			X	

APPENDIX D – SKETCH



Conseil scolaire public du Grand Nord de l'Ontario



APPENDIX E – AERIAL VIEW

AERIAL VIEW OF SUBJECT PROPERTY
(For illustrative purposes)

